

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

**FORM S-1  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933**

**Vor Biopharma Inc.**

(Exact name of registrant as specified in its charter)

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

**2836**  
(Primary Standard Industrial  
Classification Code Number)

**81-1591163**  
(I.R.S. Employer  
Identification No.)

**100 Cambridgepark Drive  
Suite 400  
Cambridge, Massachusetts 02140  
(617) 655-6580**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**Robert Ang, M.B.B.S.  
President and Chief Executive Officer  
Vor Biopharma Inc.  
100 Cambridgepark Drive  
Suite 400  
Cambridge, Massachusetts 02140  
(617) 655-6580**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

*Copies to:*

**Richard Segal  
Charles S. Kim  
Divakar Gupta  
Cooley LLP  
500 Boylston Street  
Boston, Massachusetts 02116  
(617) 937-2300**

**Peter N. Handrinis  
Nathan Ajiashvili  
Latham & Watkins LLP  
200 Clarendon Street  
Boston, Massachusetts 02116  
(617) 948-6000**

**Approximate date of commencement of proposed sale to the public:** As soon as practicable after this Registration Statement is declared effective.

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, 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, 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	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input checked="" type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input checked="" type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

**CALCULATION OF REGISTRATION FEE**

Title of Each Class of Securities To Be Registered	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee(2)
Common Stock, \$0.0001 par value per share	\$150,000,000	\$16,365

- (1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended. Includes the offering price of additional shares that the underwriters have the option to purchase.
- (2) Calculated pursuant to Rule 457(o) based on an estimate of the proposed maximum aggregate offering price.

**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 which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.**

[Table of Contents](#)

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 these securities 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 January 15, 2021

PRELIMINARY PROSPECTUS

Shares



Common Stock

This is an initial public offering of shares of common stock of Vor Biopharma Inc. We are offering \_\_\_\_\_ shares of our common stock.

Prior to this offering, there has been no public market for our common stock. We currently expect the initial public offering price per share will be between \$ \_\_\_\_\_ and \$ \_\_\_\_\_. We have applied to list our common stock on The Nasdaq Global Market under the trading symbol "VOR".

We are an "emerging growth company" as defined under U.S. federal securities laws and, as such, have elected to comply with certain reduced public company reporting requirements for this prospectus and future filings.

See the section titled "[Risk Factors](#)" beginning on page 14 to read about factors you should consider before deciding to invest in shares of our common stock.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities, or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

	Per Share	Total
Initial public offering price	\$ _____	\$ _____
Underwriting discounts and commissions(1)	\$ _____	\$ _____
Proceeds, before expenses, to Vor Biopharma Inc.	\$ _____	\$ _____

(1) See the section titled "Underwriting" for a description of the compensation payable to the underwriters.

We have granted the underwriters an option for a period of 30 days to purchase up to an additional \_\_\_\_\_ shares of our common stock at the initial public offering price, less the underwriting discounts and commissions.

The underwriters expect to deliver the shares against payment in New York, New York on \_\_\_\_\_, 2021.

**Goldman Sachs & Co. LLC**

**Evercore ISI**

**Barclays**

**Stifel**

Prospectus dated \_\_\_\_\_, 2021

## TABLE OF CONTENTS

	<u>Page</u>
<a href="#">Prospectus Summary</a>	1
<a href="#">Risk Factors</a>	14
<a href="#">Special Note Regarding Forward-Looking Statements</a>	89
<a href="#">Market and Industry Data</a>	91
<a href="#">Use of Proceeds</a>	92
<a href="#">Dividend Policy</a>	94
<a href="#">Capitalization</a>	95
<a href="#">Dilution</a>	97
<a href="#">Selected Financial Data</a>	100
<a href="#">Management's Discussion and Analysis of Financial Condition and Results of Operations</a>	102
<a href="#">Business</a>	121
<a href="#">Management</a>	182
<a href="#">Executive Compensation</a>	192
<a href="#">Certain Relationships and Related Party Transactions</a>	207
<a href="#">Principal Stockholders</a>	211
<a href="#">Description of Capital Stock</a>	214
<a href="#">Shares Eligible for Future Sale</a>	220
<a href="#">Material U.S. Federal Income Tax Consequences to Non-U.S. Holders</a>	223
<a href="#">Underwriting</a>	228
<a href="#">Legal Matters</a>	235
<a href="#">Experts</a>	235
<a href="#">Where You Can Find Additional Information</a>	235
<a href="#">Index to Financial Statements</a>	F-1

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As used in this prospectus, unless the context otherwise requires, references to “we,” “us,” “our,” “the company,” “Vor” and “Vor Biopharma” refer to Vor Biopharma Inc and our wholly owned subsidiary Vor Biopharma Securities Corporation.

Neither we nor the underwriters have authorized anyone to provide any information or to make any representations other than those contained in this prospectus or in any free writing prospectuses we have prepared. We and the underwriters take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may provide you. We are offering to sell, and seeking offers to buy, shares of common stock only in jurisdictions where offers and sales are permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or of any sale of the common stock. Our business, financial condition, results of operations and prospects may have changed since that date.

For investors outside of the United States: We have not, and the underwriters have not, done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than the United States. Persons outside of the United States who come into possession of this prospectus must inform themselves about, and observe any restrictions relating to, the offering of the shares of common stock and the distribution of this prospectus outside of the United States.

“VOR BIOPHARMA” and the Vor Biopharma logo and other trademarks, trade names or service marks of Vor Biopharma Inc. appearing in this prospectus are the property of Vor Biopharma Inc. All other trademarks, trade names and service marks appearing in this prospectus are the property of their respective owners. Solely for convenience, the trademarks and trade names in this prospectus may be referred to without the ® and ™ symbols, but such references should not be construed as any indicator that their respective owners will not assert their rights thereto.

## PROSPECTUS SUMMARY

*This summary highlights, and is qualified in its entirety by, information contained elsewhere in this prospectus. This summary does not contain all of the information you should consider before investing in our common stock. You should read this entire prospectus carefully, especially the sections titled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements and the related notes appearing elsewhere in this prospectus, before making an investment decision.*

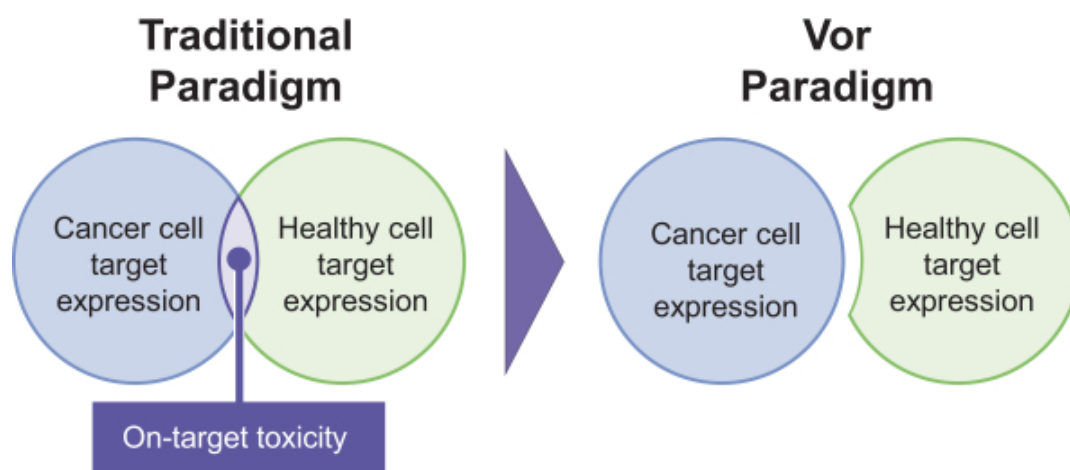
### Overview

The mission of Vor Biopharma is to develop transformative treatments for patients suffering from hematological malignancies. We seek to accomplish our mission through our unique approach of engineering patients to better fight their cancer by unlocking the potential of targeted therapies with curative intent.

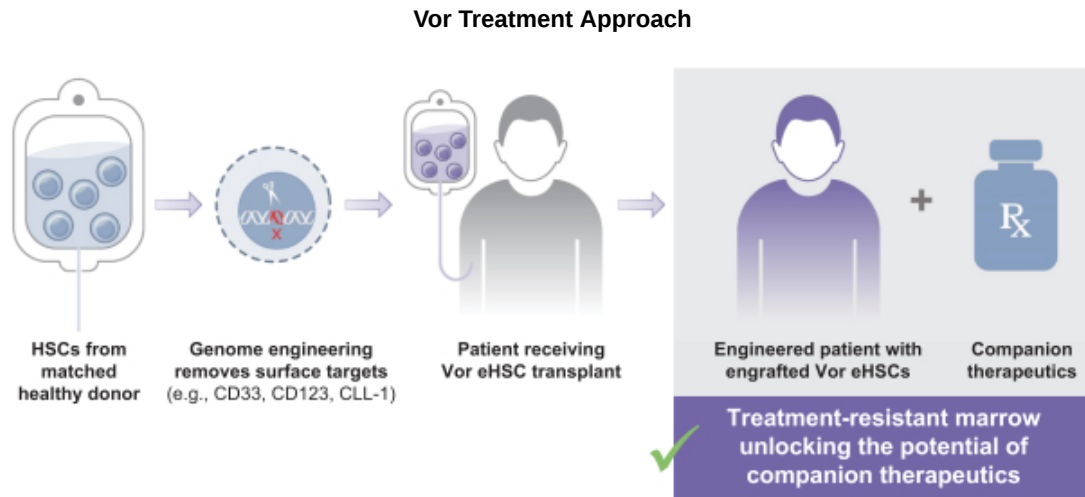
We are a clinical-stage cell therapy company combining a novel patient engineering approach with targeted therapies to provide a single company solution for patients suffering from hematological malignancies. For many patients, the only way to achieve durable remission or a cure is through hematopoietic stem cell transplant (HSCT). Despite undergoing HSCT, approximately 40% of acute myeloid leukemia (AML) patients relapse and face an extremely poor prognosis, with two-year survival rates of less than 20%.

The traditional tumor target paradigm aims to treat hematological malignancies such as AML by focusing on the specificity and potency of therapies that kill cancer cells expressing a target. However, the utility of this paradigm is limited by the expression of tumor targets on healthy cells, resulting in on-target toxicity. On-target toxicity has led to the development failure of many targeted therapies and is often a key mechanism limiting therapeutic use or dose. Our proprietary platform aims to change the traditional target tumor paradigm by genetically engineering the patient to remove therapeutic targets from healthy cells.

### Changing the Traditional Tumor Target Paradigm



Leveraging our expertise in hematopoietic stem cell (HSC) biology and genome engineering, we genetically modify HSCs to remove surface targets expressed by cancer cells and then provide these cells as stem cell transplants to patients. Once these cells engraft into bone marrow, we will have engineered the patient such that their HSCs and their blood cell progeny are designed to be treatment resistant to targeted therapies, which we believe will unlock the potential of these targeted therapies to selectively destroy cancerous cells while sparing healthy cells. As a result, our engineered HSCs (eHSCs) are designed to limit the on-target toxicities associated with these targeted therapies, which we refer to as companion therapeutics, thereby enhancing their utility and broadening their applicability. This approach is depicted in the diagram below.



We are developing our lead eHSC product candidate, VOR33, and our companion therapeutic, VCAR33, which together, we believe, have the potential to transform the treatment paradigm for AML and other hematological malignancies. We use genome engineering technology to remove CD33 surface targets from HSCs to create VOR33. Our eHSCs, such as VOR33, are designed to be used with complementary companion therapeutics, such as VCAR33, that would provide tumor-specific killing. VCAR33 is a chimeric antigen receptor (CAR)-T therapy candidate designed to target CD33, a clinically-validated target for AML. A T cell therapy using the same CAR construct as VCAR33 is currently in an investigator-initiated Phase 1/2 trial for the treatment of patients with AML that is sponsored by the National Marrow Donor Program (NMDP), with initial monotherapy proof-of-concept data expected in 2022, depending on the investigator's timing of data release. We believe the T cell therapy being evaluated in the NMDP trial is comparable to VCAR33 and that the trial, if successful, will support future clinical development of VCAR33. Therefore, unless the context requires otherwise, we refer to this program, collectively, as VCAR33. eHSCs such as VOR33 have never undergone clinical trials, and the removal of CD33 from HSCs has never been evaluated in clinical trials. However, our Investigational New Drug (IND) application for VOR33 in patients with AML was accepted by the U.S. Food and Drug Administration (FDA) in January 2021, and we intend to initiate a first-in-human Phase 1/2a trial of VOR33 in AML patients in combination with Mylotarg, an FDA-approved CD33-directed therapy owned by Pfizer, in the first half of 2021. We expect initial data from this trial to be reported in late 2021 or in the first half of 2022. The key clinical readouts of this trial, which will be the first clinical trial of our eHSCs, are engraftment of VOR33 and hematologic protection from the known myelosuppressive effects of Mylotarg. If successful, this trial will provide important validating evidence

of the potential of VOR33 and our broader eHSC approach, which we believe has significant potential to improve clinical outcomes for hematological malignancies beyond AML and change the standard of care.

### **Our Proprietary Vor Platform**

We have built a technology platform to realize our vision of patient engineering that allows for selective cancer targeting with highly potent companion therapeutics by leveraging our expertise and recent advances in stem cell biology, genome engineering and targeted therapies. Our approach is in stark contrast to conventional approaches that have focused solely on developing the therapeutic and have faced clinical limitations due to toxicities. The key components of our proprietary Vor platform are the following:

- **Leveraging Stem Cell Biology and Manufacturing Expertise.** HSCs are cell types that have unique biology and require specialized genome engineering know-how, as well as specific handling and manipulation processes. We have built considerable expertise manipulating the genes of these cells and have also designed a highly efficient manufacturing process for eHSCs, enabling a rapid vein-to-vein time for initial clinical trials that we believe can be replicated at commercial scale.
- **Applying Genome Engineering to Hematopoietic Stem Cells.** We have assembled a team with extensive experience in applying genome engineering technologies to HSCs, which utilize distinct DNA repair mechanisms compared to rapidly dividing cells. Since HSCs are long-lived, we have developed a series of assays designed to minimize and well-characterize any off-target edits. Furthermore, we have tailored our cell manufacturing process to leverage the most suitable genome engineering technologies for the cells we are creating.
- **Unlocking the Potential of Targeted Therapies.** We believe our eHSCs are a solution to the lack of tumor-specific targets and enable selective cancer targeting. Our solution allows for treatment with potent agents, such as CAR-T therapies, whose utility and applicability have previously been limited, in part, by on-target toxicity. We are designing and developing companion therapeutics, including VCAR33, that are optimized for use with our eHSCs in the post-HSCT setting.

We believe our platform and expertise will allow us to achieve our goal of replacing the patient's HSC's with next-generation, treatment-resistant eHSCs that unlock the potential of highly potent targeted therapies.

## Our Pipeline Programs

Our initial pipeline of eHSC and CAR-T programs is shown below:

Description			Preclinical		Clinical		Anticipated Milestones
Program	Modality	Indication	Discovery/Validation	IND-Enabling	Phase 1/2	Phase 2/3	
VOR33 (CD33)	eHSC	AML	with Mylotarg				<ul style="list-style-type: none"> <li>• 1H 2021: First patient enrolled</li> <li>• Late 2021/1H 2022: Initial human engraftment and protection data</li> </ul>
		MDS, MPN					<ul style="list-style-type: none"> <li>• Development candidate selection</li> </ul>
VCAR33 (CD33)	CAR-T	Bridge-to-transplant AML					<ul style="list-style-type: none"> <li>• 2022: Initial monotherapy clinical proof-of-concept data*</li> </ul>
VOR33/VCAR33 Treatment System	eHSC/ CAR-T	AML					<ul style="list-style-type: none"> <li>• 2H 2022: IND filing following initial VOR33 and VCAR33 clinical data</li> </ul>
<b>Discovery Programs</b>							
Vor Platform	<ul style="list-style-type: none"> <li>• Leveraging our proprietary Vor platform, we have identified additional surface targets such as CD123 and CLL-1 as well as multiplex genome engineering approaches where multiple surface targets are removed.</li> <li>• Additionally, we are conducting ongoing discovery efforts on undisclosed targets for non-myeloid malignancies.</li> </ul>						

AML: acute myeloid leukemia; MDS: myelodysplastic syndrome; MPN: myeloproliferative neoplasm

\*A T cell therapy using the same CAR construct as VCAR33 is being studied in a Phase 1/2 clinical trial sponsored by the National Marrow Donor Program, and timing of data release is dependent on the investigators conducting the trial.

- **VOR33**—We are developing VOR33 as an eHSC product candidate to replace the standard of care in transplant settings. Once the VOR33 cells have engrafted, we believe patients can be treated with anti-CD33 therapies, such as Mylotarg or VCAR33, with limited on-target toxicity, leading to durable antitumor activity and potential cures. In preclinical studies, we have observed that the removal of CD33 provided robust protection of these healthy donor HSCs from the cytotoxic effects of CD33-directed companion therapeutics yet had no deleterious effects on the differentiation or function of hematopoietic cells. We have not yet conducted clinical trials for VOR33 or any other eHSCs. However, our IND application for VOR33 in combination with Mylotarg in patients with AML was accepted by the FDA in January 2021, and we plan to initiate a first-in-human Phase 1/2a clinical trial of VOR33 in the first half of 2021.
- **VCAR33**—VCAR33 is a CD33-directed CAR-T therapy that we intend to initially develop as a bridge-to-transplant monotherapy for relapsed/refractory AML where patients have failed prior lines of therapy and need further treatment to achieve morphologic remission and, if possible, subsequent HSCT. In this setting, T cells sourced from the patient (autologous cells) are modified to insert a CAR targeting CD33, allowing these T cells to become activated in the presence of CD33-expressing cells. VCAR33 is currently being evaluated in a multi-site, investigator-initiated Phase 1/2 clinical trial in young adult and pediatric patients sponsored and overseen by the NMDP. If this trial is successful, we expect to continue development of VCAR33 both as a monotherapy treatment for relapsed/refractory AML in the bridge-to-transplant setting and in combination with VOR33 as part of the VOR33/VCAR33 Treatment System in the post-HSCT setting. We licensed VCAR33 from the National Institutes of Health.
- **VOR33/VCAR33 Treatment System**—We believe VOR33 and VCAR33 could be highly synergistic as a Treatment System, potentially enabling prolonged remissions or cures in the post-transplant setting. We intend to investigate the VOR33/VCAR33 Treatment System, entailing VOR33 eHSC therapy followed by VCAR33 as a companion therapeutic, initially for transplant-eligible patients suffering from AML. We believe VCAR33 could be a potent anticancer therapy that, when combined with VOR33, could help obviate severe on-target myeloablative toxicities and unlock the efficacy potential of VCAR33. In addition, in this setting



VCAR33 T cells could be sourced from the same cell source as VOR33 (allogeneic cells), which may provide benefits such as a healthier, more abundant cell source alongside lower risk of host T cells attacking CAR-T cells, thereby potentially prolonging persistence. We expect to submit an IND with the FDA for the VOR33/VCAR33 Treatment System in the second half of 2022, following data from our first-in-human trial evaluating VOR33 and the NMDP-sponsored Phase 1/2 clinical trial studying VCAR33. If our anticipated trials for the VOR33/VCAR33 Treatment System are successful, we believe we will have the potential to provide a single company solution for patients suffering from certain hematological malignancies.

We believe our proprietary technology has broad applicability beyond CD33. Leveraging our platform, we are rapidly advancing the creation and preclinical testing of multiplex-engineered eHSCs, in which multiple surface targets such as CD33, CD123, and CLL-1 are removed. We intend to pair future eHSC product candidates with in-house companion therapeutics such as VCAR33, as well as with potentially best-in-class targeted therapies from partners or collaborators, in order to bring potentially transformative outcomes to patients and establish new standard of care treatment systems for hematological malignancies.

### **Our Team and Investors**

Our eHSC technology and lead eHSC product candidate, VOR33, were pioneered by the research and academic work of our scientific founder Dr. Siddhartha Mukherjee, M.D., DPhil, a world-renowned expert in the field of hematological malignancies and Associate Professor of Medicine at Columbia University Medical Center. Dr. Mukherjee won the Pulitzer Prize in 2011 for *The Emperor of All Maladies: A Biography of Cancer*.

We have assembled a team with deep scientific, clinical, manufacturing, business and leadership expertise in cell therapy, platform research, drug discovery and development. We are led by our Chief Executive Officer, Robert Ang, MBBS, MBA, who has over 20 years of experience in the fields of cell therapy, biotechnology, pharmaceuticals and medicine, including at Neon Therapeutics, Bavarian Nordic, Frazier Healthcare Ventures, and Boston Consulting Group. Our Chief Medical Officer, Christopher Slapak, M.D., previously headed all early phase oncology/hematology clinical development for Eli Lilly and is a hematologist/oncologist with academic appointments at Indiana University School of Medicine and formerly at the Dana-Farber Cancer Institute. Our Chief Technology Officer, Sadik Kassim, PhD, has over 13 years of experience in cell and gene therapy, including at the National Institutes of Health under Dr. Steven Rosenberg, Novartis and Kite Pharma. Our Chief Commercial Officer, John King, is a senior commercial leader with over 20 years of biotechnology commercial experience at Wyeth, Pfizer, Alexion and Ra Pharma. Our Chief Regulatory and Quality Officer, Bob Pietrusko, PharmD, previously served at Voyager, ViroPharma, Millennium Pharmaceuticals and SmithKline Beecham. Our Chief Scientific Officer, Tirtha Chakraborty, PhD, previously was head of hematology and led the hemoglobinopathy research programs at CRISPR Therapeutics and has also led cell therapy research teams at Sana Biotechnology and therapeutic mRNA platform teams at Moderna Therapeutics. Our Chief Financial Officer, Nathan Jorgensen, PhD, brings direct investment experience from Qatar Investment Authority and Calamos Investments, along with sell-side investment banking experience at Stifel, Nicolaus & Company, Incorporated.

We have also been supported by a leading syndicate of investors, including RA Capital Management, 5AM Ventures, Fidelity Management & Research Company, LLC, Sarissa Capital, PagsGroup, Osage University Partners and Alexandria Venture Investments. We have received strategic investments from Johnson & Johnson Innovation—JJDC, Inc. and Novartis Institutes for BioMedical Research. Vor Biopharma was co-founded by PureTech Health.



## **Our Strategy**

Our mission is to develop transformative treatments for patients suffering from hematological malignancies. We seek to accomplish our mission through our unique approach of engineering patients to better fight their cancer by unlocking the potential of targeted therapies with curative intent. We believe that the combination of our eHSCs and companion therapeutics can transform the treatment paradigm for hematological malignancies. Our strategy to accomplish this mission is as follows:

- Establish eHSCs as the standard of care for patients undergoing HSC transplants, thereby unlocking the potential of companion therapeutics against a broad range of hematological malignancies.
- Advance our wholly owned lead eHSC program, VOR33, through clinical development in patients with AML and other hematological malignancies.
- Advance VCAR33, our wholly owned CAR-T therapy, as our first companion therapeutic to VOR33 and also as a bridge-to-transplant monotherapy.
- Leverage our proprietary Vor platform to discover and validate targets for additional eHSCs beyond VOR33 and advance these programs into clinical development.
- Maximize the commercial value of our programs by leveraging the established transplant infrastructure and reimbursement framework.
- Further establish our leadership in cell therapy know-how and manufacturing processes.

## **Risks Associated with Our Business**

Our business 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 titled "Risk Factors" and include, among others:

- We have incurred significant net losses since inception. We expect to incur net losses for the foreseeable future and may never achieve or maintain profitability.
- We will need substantial additional funding. If we are unable to raise capital when needed, we would be forced to delay, reduce or eliminate our research and product development programs or future commercialization efforts.
- We have a limited operating history, have not yet completed any clinical trials and have no history of commercializing products, which may make it difficult for you to evaluate the success of our business to date and to assess our future viability.
- eHSCs are a novel technology that is not yet clinically validated for human use. The approaches we are taking to create eHSCs are unproven and may never lead to marketable products.
- We are substantially dependent on the success of our two most advanced product candidates, VOR33 and VCAR33. If we are unable to complete development of, obtain approval for and commercialize VOR33 or VCAR33 in a timely manner, our business will be harmed.
- We may not be successful in our efforts to identify, develop or commercialize additional product candidates. If these efforts are unsuccessful, we may never become a commercial stage company or generate any revenues.
- We have not successfully tested our product candidates in clinical trials and any favorable preclinical results are not predictive of results that may be observed in clinical trials.

- Development of a product candidate such as VOR33, which is intended for use in combination or in sequence with an already approved therapy, will present increased complexity and more or different challenges than development of a product candidate for use as a single agent.
- If VOR33, VCAR33, the VOR33/VCAR33 Treatment System or any of the other product candidates we may develop, or the delivery modes we rely on to administer them, cause serious adverse events, undesirable side effects or unexpected characteristics, such events, side effects or characteristics could delay or prevent regulatory approval of the product candidates, limit their commercial potential or result in significant negative consequences following any potential marketing approval.
- We face significant competition in an environment of rapid technological change, and there is a possibility that our competitors may achieve regulatory approval before us or develop therapies that are safer or more advanced or effective than ours, which may harm our financial condition and our ability to successfully market or commercialize VOR33, VCAR33, the VOR33/VCAR33 Treatment System or any other product candidates we may develop.
- Adverse public perception of genetic medicines, and of genome engineering in particular, may negatively impact regulatory approval of, and/or demand for, our potential products.
- Gene engineering technology is subject to a number of challenges and risks. Because genome engineering technology is novel and the regulatory landscape that will govern VOR33, VCAR33, the VOR33/VCAR33 Treatment System and any future product candidates we may develop is uncertain and may change, we cannot predict the time and cost of obtaining regulatory approval, if we receive it at all, for our product candidates.
- Because we are developing product candidates using new technologies, as well as potential mechanisms of action for which there are few precedents, there is increased risk that the FDA, the EMA or other regulatory authorities may not consider the endpoints of our clinical trials to provide clinically meaningful results and that these results may be difficult to analyze.
- We contract with third parties for the manufacture and supply of materials for development of our product candidates and advancement of our current clinical trial, as well as our research programs and preclinical studies, and we expect to continue to do so for future clinical trials and for commercialization of VOR33, VCAR33, the VOR33/VCAR33 Treatment System and any other product candidates we may develop. This reliance on third parties increases the risk that we will not have sufficient quantities of such materials, product candidates or any products that we may develop and commercialize, or that such supply will not be available to us at an acceptable cost, which could delay, prevent or impair our development or commercialization efforts.
- We are highly dependent on intellectual property licensed from third parties and termination of any of these licenses could result in the loss of significant rights, which would harm our business.
- We may not be successful in acquiring or in-licensing necessary rights to key technologies underlying VOR33, VCAR33, the VOR33/VCAR33 Treatment System or any future product candidates we may develop.
- Third-party claims of intellectual property infringement, misappropriation or other violations may prevent or delay our product discovery and development efforts and have a material adverse effect on our business.
- The COVID-19 pandemic has caused, and could continue to cause, severe disruptions in the United States, regional and global economies and could seriously harm our development

efforts, increase our costs and expenses and have a material adverse effect on our business, financial condition and results of operations.

### **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 (the JOBS Act). For so long as we remain an emerging growth company, we may take advantage of relief from certain reporting requirements and other burdens that are otherwise applicable generally to public companies. These provisions include, but are not limited to:

- reduced obligations with respect to financial data, including only being required to present 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;
- an exception from compliance with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002, as amended;
- reduced disclosure about our executive compensation arrangements in our periodic reports, proxy statements and registration statements;
- exemptions from the requirements of holding non-binding advisory votes on executive compensation or golden parachute arrangements; and
- an exemption from compliance with the requirements of the Public Company Accounting Oversight Board regarding the communication of critical audit matters in the auditor’s report on financial statements.

We may take advantage of these provisions until we no longer qualify as an emerging growth company. We will cease to qualify as an emerging growth company on the date that is the earliest of: (i) the last day of our fiscal year following the fifth anniversary of the date of the completion of this offering; (ii) the last day of the fiscal year in which we have more than \$1.07 billion in total annual gross revenues; (iii) the date on which we are deemed to be a “large accelerated filer” under the rules of the U.S. 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 and we have been a public company for at least 12 months and have filed one annual report on Form 10-K; or (iv) the date on which we have issued more than \$1.0 billion of non-convertible debt over the prior three-year period. We may choose to take advantage of some but not all of these reduced reporting burdens. We have taken advantage of certain reduced reporting requirements in this prospectus. Accordingly, the information contained herein may be different than you might obtain from other public companies in which you hold equity interests.

In addition, under the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards until such time as those standards apply to private companies. We have elected to take advantage of the extended transition period to comply with new or revised accounting standards and to adopt certain of the reduced disclosure requirements available to emerging growth companies. As a result of the accounting standards election, we will not be subject to the same implementation timing for new or revised accounting standards as other public companies that are not emerging growth companies, which may make comparison of our financials to those of other public companies more difficult. As a result of these elections, the information that we provide in this prospectus may be different than the information you may receive from other public companies in which you hold equity interests. In addition, it is possible that some investors will find our common stock less attractive as a result of these elections, which may result in a less active trading market for our common stock and higher volatility in our share price.

We are also a “smaller reporting company,” meaning that the market value of our shares 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 shares 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 shares 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.

#### **Corporate Information**

We were incorporated under the laws of the State of Delaware on December 30, 2015. Our principal executive offices are located at 100 Cambridgepark Drive, Suite 400, Cambridge, Massachusetts 02140 and our telephone number is 617-655-6580. Our website address is [www.vorbio.com](http://www.vorbio.com). We have included our website in this prospectus solely as a textual reference. The information contained on, or accessible through, our website is not incorporated by reference into this prospectus, and you should not consider any information contained in, or that can be accessed through, our website as part of this prospectus or in deciding whether to purchase our common stock.

## The Offering

Common stock offered by us	shares.
Option to purchase additional shares	The underwriters have a 30-day option to purchase up to an additional shares of common stock from us.
Common stock to be outstanding immediately after this offering	shares (or shares if the underwriters exercise in full their option to purchase additional shares)
Use of proceeds	<p>We estimate that the net proceeds from this offering will be approximately \$ million, (or approximately \$ million if the underwriters exercise in full their option to purchase up to additional shares of common stock), 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, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.</p> <p>We intend to use the net proceeds from this offering, together with our existing cash, cash equivalents and short-term investments, as follows:</p> <ul style="list-style-type: none"><li>• approximately \$ million for the advancement of VOR33, including the completion of our Phase 1/2a clinical trial, and preclinical development of VOR33 for the treatment of MDS/MPN;</li><li>• approximately \$ million for the advancement of VCAR33, including the initiation of, and receipt of initial clinical data from, our planned Phase 1/2 clinical trial in adult AML; and</li><li>• the remainder for the expansion of our pipeline and platform, including to advance the research and development of additional eHSC and internal CAR-T programs, as well as for capital expenditures, working capital and other general corporate purposes.</li></ul> <p>See the section titled "Use of Proceeds" for additional information.</p>
Risk factors	You should read the section titled "Risk Factors" for a discussion of factors you should consider carefully, together with all the other information included in this prospectus, before deciding to invest in our common stock.
Proposed Nasdaq Global Market symbol	"VOR"

The number of shares of our common stock to be outstanding after this offering is based on 351,123,172 shares of our common stock outstanding as of January 15, 2021 (which includes 5,144,811 shares issued related to the early exercise of options and after giving effect to the automatic conversion of all outstanding shares of our preferred stock into an aggregate of 338,973,691 shares of common stock), and excludes:

- 59,872,899 shares of our common stock issuable upon the exercise of options outstanding under our 2015 Stock Incentive Plan (the 2015 Plan) as of January 15, 2021, at a weighted-average exercise price of \$0.17 per share;
- 4,000,000 shares of our common stock issuable upon the exercise of an option granted outside of the 2015 Plan, at an exercise price of \$2.08 per share;
- 898,289 shares of our common stock reserved for future issuance under the 2015 Plan, which shares will cease to be available for issuance at the time our 2021 Equity Incentive Plan (the 2021 Plan) becomes effective and will be added to, and become available for issuance under, the 2021 Plan;
- \_\_\_\_\_ shares of our common stock issuable upon the exercise of stock options to be granted under the 2021 Plan upon the pricing of this offering to certain of our executive officers, directors, employees and consultants with an exercise price per share equal to the initial public offering price per share;
- \_\_\_\_\_ shares of our common stock reserved for future issuance under our 2021 Plan, which will become effective in connection with this offering, as well as any automatic increases in the number of shares of common stock reserved for future issuance under the 2021 Plan; and
- \_\_\_\_\_ shares of our common stock reserved for future issuance under our 2021 Employee Stock Purchase Plan (the ESPP) which will become effective in connection with this offering, as well as any automatic increases in the number of shares of common stock reserved for future issuance under the ESPP.

Unless otherwise indicated, all information contained in this prospectus, including the number of shares of common stock that will be outstanding after this offering, assumes or gives effect to:

- the automatic conversion of all outstanding shares of our preferred stock on a one-for-one basis into 338,973,691 shares of our common stock, which will occur upon the closing of this offering;
- a \_\_\_\_\_-for-\_\_\_\_\_ reverse stock split of our common stock effected on \_\_\_\_\_, 2021;
- the filing and effectiveness of our amended and restated certificate of incorporation upon the closing of this offering;
- no exercise of the outstanding options referred to above after January 15, 2021; and
- no exercise by the underwriters of their option to purchase additional shares of our common stock.

### Summary Financial Data

The following tables present a summary of our historical financial data for the periods ended on and as of the dates indicated. The summary statements of operations data for the years ended December 31, 2018 and 2019 have been derived from our audited financial statements appearing elsewhere in this prospectus. The summary statements of operations data for the nine months ended September 30, 2019 and 2020 and the balance sheet data as of September 30, 2020 have been derived from our unaudited condensed financial statements appearing elsewhere in this prospectus and have been prepared on a basis consistent with our audited financial statements. In the opinion of management, the unaudited financial data reflect all adjustments, consisting only of normal, recurring adjustments, necessary for a fair statement of the financial information in those statements.

The summary financial data in this section are not intended to replace our financial statements and are qualified in their entirety by our financial statements and related notes appearing elsewhere in this prospectus. Our historical results are not necessarily indicative of the results that should be expected in the future. You should read the following summary financial data together with our financial statements and the related notes appearing elsewhere in this prospectus and the sections of this prospectus titled "Selected Financial Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations."

	Year Ended December 31,		Nine Months Ended September 30,	
	2018	2019	2019	2020
	(unaudited)			
	(in thousands, except share and per share data)			
<b>Statements of Operations Data:</b>				
Operating expenses:				
Research and development	\$ 2,433	\$ 6,200	\$ 3,236	\$ 20,288
General and administrative	427	4,217	3,253	7,415
Total operating expenses	2,860	10,417	6,489	27,703
Loss from operations	(2,860)	(10,417)	(6,489)	(27,703)
Other income (expense):				
Interest income	—	154	119	29
Interest expense related to convertible notes	(1,003)	(608)	(608)	—
Change in fair value of derivative liabilities	(289)	32	32	—
Total other income (expense)	(1,292)	(422)	(457)	29
Net loss and comprehensive loss	(4,152)	(10,839)	(6,946)	(27,674)
Cumulative dividends on redeemable convertible preferred stock	—	(1,773)	(1,267)	(3,755)
Net loss attributable to common stockholders	\$ (4,152)	\$ (12,612)	\$ (8,213)	\$ (31,429)
Net loss per share attributable to common stockholders, basic and diluted <sup>(1)</sup>	\$ (3.48)	\$ (8.07)	\$ (5.30)	\$ (13.08)
Weighted-average common shares outstanding, basic and diluted <sup>(1)</sup>	1,193,813	1,563,590	1,548,377	2,403,710
Pro forma net loss per share attributable to common stockholders, basic and diluted (unaudited) <sup>(1)</sup>		\$ (0.14)		\$ 0.17
Pro forma weighted-average common shares outstanding, basic and diluted (unaudited) <sup>(1)</sup>		76,982,759		166,032,107

(1) See Notes 2 and 16 to our audited financial statements and Notes 2 and 13 to our unaudited condensed financial statements, each appearing elsewhere in this prospectus, for details on the calculation of our basic and diluted net loss per



## [Table of Contents](#)

share attributable to common stockholders and our basic and diluted pro forma net loss per share, and the weighted-average shares used in computing the per share amounts.

	As of September 30, 2020		
	Actual	Pro Forma <sup>(1)</sup> (unaudited) (in thousands)	Pro Forma As Adjusted <sup>(2)</sup>
<b>Balance Sheet Data:</b>			
Cash and cash equivalents	\$ 63,604	\$	\$
Working capital <sup>(3)</sup>	57,924		
Total assets	88,525		
Total liabilities	25,331		
Redeemable convertible preferred stock	107,336		
Accumulated deficit	(45,561)		
Total stockholders' (deficit) equity	(44,142)		

- (1) The pro forma column gives effect to (i) the issuance and sale of 87,259,605 shares of Series B convertible preferred stock subsequent to September 30, 2020 and (ii) the automatic conversion of all of the shares of our redeemable convertible preferred stock into an aggregate of 338,973,691 shares of our common stock upon the closing of this offering.
- (2) The pro forma as adjusted column gives further effect to the pro forma adjustment set forth above and the sale of \_\_\_\_\_ shares of 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 the estimated underwriting discounts and commissions and estimated offering expenses payable by us. 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. Each \$1.00 increase (decrease) in the assumed initial public offering price of \$ \_\_\_\_\_ per share, would increase (decrease) the pro forma as adjusted amount of each of our cash and cash equivalents, working capital, total assets and total stockholders' (deficit) 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 the estimated underwriting discounts and commissions. Each increase (decrease) of 1.0 million in the number of shares we are offering would increase (decrease) the pro forma as adjusted amount of each of our cash and cash equivalents, working capital, total assets and total stockholders' (deficit) equity by \$ \_\_\_\_\_ million, assuming no change in the assumed initial public offering price per share and after deducting the estimated underwriting discounts and commissions.
- (3) We define working capital as current assets less current liabilities. See our financial statements and the related notes appearing elsewhere in this prospectus for further details regarding our current assets and current liabilities.

## RISK FACTORS

*Investing in our common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described below together with all of the other information contained in this prospectus, including our financial statements and related notes appearing elsewhere in this prospectus and in the section titled "Management's Discussion and Analysis of Financial Condition and Results of Operations," before deciding to invest in our common stock. If any of the events or developments described below were to occur, our business, prospects, operating results and financial condition could suffer materially, the trading price of our common stock could decline and you could lose all or part of your investment. The risks and uncertainties described below are not the only ones we face. Additional risks and uncertainties not presently known to us or that we currently believe to be immaterial may also adversely affect our business.*

### **Risks Related to Our Financial Position and Need for Additional Capital**

***We have incurred significant net losses since inception. We expect to incur net losses for the foreseeable future and may never achieve or maintain profitability.***

Since inception, we have not generated any revenue and have incurred significant operating losses. For the years ended December 31, 2018 and 2019, our net loss was \$4.2 million and \$10.8 million, respectively. Our net loss for the nine months ended September 30, 2020 was \$27.7 million. As of September 30, 2020, we had an accumulated deficit of \$45.6 million. We have financed our operations primarily through private placements of our preferred stock. We have devoted all of our efforts to organizing and staffing our company, business and scientific planning, raising capital, acquiring and developing technology, identifying potential product candidates, undertaking research and preclinical studies of potential product candidates, developing manufacturing capabilities and evaluating a clinical path for our pipeline programs. We expect to continue to incur significant expenses and increasing operating losses for the foreseeable future. The net losses we incur may fluctuate significantly from quarter to quarter. We anticipate that our expenses will increase substantially if and as we:

- initiate a Phase 1/2a clinical trial for our product candidate VOR33;
- initiate clinical development of VOR33 in combination or in sequence with VCAR33 as a companion therapeutic, which we refer to as the VOR33/VCAR33 Treatment System;
- continue our current research programs and development of other potential product candidates from our current research programs;
- seek to identify additional product candidates and research programs;
- initiate preclinical testing and clinical trials for any other product candidates we identify and develop;
- maintain, expand, enforce, defend and protect our intellectual property portfolio and provide reimbursement of third-party expenses related to our patent portfolio;
- develop, acquire or in-license additional targeted therapies that could potentially be used in combination or sequence with VOR33 or other engineered hematopoietic stem cell (eHSC) product candidates we may develop;
- seek marketing approvals for any product candidates that successfully complete clinical trials;
- ultimately establish a sales, marketing and distribution infrastructure to commercialize any products for which we may obtain marketing approval;
- adapt our regulatory compliance efforts to incorporate requirements applicable to marketed products;

## [Table of Contents](#)

- further develop our genome engineering capabilities;
- hire additional research and development and clinical personnel;
- hire commercial personnel and advance market access and reimbursement strategies;
- add operational, financial and management information systems and personnel, including personnel to support our product development;
- acquire or in-license product candidates, intellectual property and technologies;
- develop or in-license manufacturing and distribution technologies;
- should we decide to do so and receive approval for any of our product candidates, build and maintain, or purchase and validate, commercial-scale manufacturing facilities designed to comply with current Good Manufacturing Practices (cGMP) requirements; and
- incur additional legal, accounting and other expenses in operating as a public company.

As a company, we have not initiated or completed clinical development of any product candidate and expect that it will be several years, if ever, before we have a product candidate ready for commercialization. To become and remain profitable, we must develop and, either directly or through collaborators, eventually commercialize a product or products with significant market potential. This will require us to be successful in a range of challenging activities, including identifying product candidates, completing preclinical testing and clinical trials of product candidates, obtaining marketing approval for these product candidates, manufacturing, marketing and selling those products for which we may obtain marketing approval and satisfying any post-marketing requirements. We may never succeed in these activities and, even if we do, may never generate revenues that are significant or large enough to achieve profitability. Our product candidates and research programs are currently only in the early stages of development. Because of the numerous risks and uncertainties associated with developing product candidates, we are unable to predict the extent of any future losses or when we will become profitable, if at all. If we do achieve profitability, we may not be able to sustain or increase profitability on a quarterly or annual basis. Our failure to become and remain profitable would decrease the value of our company and could impair our ability to raise capital, maintain our research and development efforts, expand our business or continue our operations. A decline in the value of our company could also cause you to lose all or part of your investment.

***We will need substantial additional funding. If we are unable to raise capital when needed, we would be forced to delay, reduce or eliminate our research and product development programs or future commercialization efforts.***

We expect our expenses to increase in connection with our ongoing activities, particularly as we initiate clinical development of VOR33 in acute myeloid leukemia (AML), assume responsibility for and advance our VCAR33 program through clinical development, initiate clinical development of the VOR33/VCAR33 Treatment System and otherwise continue to advance our research programs in support of our pipeline. In addition, if we obtain marketing approval for VOR33, VCAR33 and/or the VOR33/VCAR33 Treatment System, or any other product candidates we may develop, we expect to incur significant commercialization expenses related to product sales, marketing, manufacturing and distribution to the extent that such sales, marketing, manufacturing and distribution are not the responsibility of a collaborator. 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 order to maintain 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 our research and product development programs or future commercialization efforts.

As of September 30, 2020, our cash and cash equivalents were \$63.6 million. We expect that the net proceeds from this offering, together with our existing cash and cash equivalents, will enable us to

## [Table of Contents](#)

fund our operating expenses and capital expenditure requirements through . However, our operating plan may change as a result of factors currently unknown to us, and we may need to seek funding sooner than planned. Our future capital requirements will depend on many factors, including:

- the progress, results and costs of clinical trials for VOR33, VCAR33 and the VOR33/VCAR33 Treatment System, including any COVID-19-related delays or other effects on our development programs;
- the costs of continuing to build our technology platform, including in-licensing additional genome engineering technologies for use in developing our product candidates;
- the costs of developing, acquiring or in-licensing additional targeted therapies to use in combination or in sequence with VOR33 and other eHSC product candidates we may develop;
- the scope, progress, results and costs of discovery, preclinical development, formulation development and clinical trials for other product candidates we may develop;
- the costs of preparing, filing and prosecuting patent applications, maintaining and enforcing our intellectual property and proprietary rights and defending intellectual property-related claims in the United States and internationally;
- the costs, timing and outcome of regulatory review of VOR33, VCAR33, the VOR33/VCAR33 Treatment System and any other product candidates we may develop;
- the costs of future activities, including product sales, medical affairs, marketing, manufacturing, distribution, coverage and reimbursement for any product candidates for which we receive regulatory approval;
- our ability to establish and maintain collaborations on favorable terms, if at all;
- the success of any collaborations that we may establish and of our license agreements;
- the achievement of milestones or occurrence of other developments that trigger payments under any collaboration agreements we enter;
- the extent to which we acquire or in-license product candidates, intellectual property and technologies;
- the extent to which we develop or in-license manufacturing and distribution technologies, or build and maintain our own cGMP manufacturing facilities; and
- the costs of operating as a public company.

Conducting preclinical 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, even if we successfully develop product candidates and those are approved, we 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 several 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 product candidates. We cannot be certain that additional funding will be available on acceptable terms, or at all. We have no committed source of additional capital and, if we are unable to raise additional capital in sufficient amounts or on terms acceptable to us, we may have to significantly delay, scale back or discontinue the development or commercialization of product candidates or other research and development initiatives. Our license agreements and any future collaboration agreements may also be terminated if we are unable to meet

the payment or other obligations under the agreements. We could be required to seek collaborators for product candidates at an earlier stage than otherwise would be desirable or on terms that are less favorable than might otherwise be available or relinquish or license on unfavorable terms our rights to product candidates in markets where we otherwise would seek to pursue development or commercialization ourselves.

As a result of our recurring losses from operations and recurring negative cash flows from operations, and because we have not yet obtained additional capital in connection with this offering, our financial statements contain a statement regarding a substantial doubt about our ability to maintain liquidity sufficient to operate our business effectively, which raises substantial doubt about our ability to continue as a going concern. See the risk factor below titled, *“As a result of our history of losses and negative cash flows from operations and the fact that we have not yet obtained additional capital in connection with this offering, our financial statements contain a statement regarding a substantial doubt about our ability to continue as a going concern.”* 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. Any of the above events could significantly harm our business, prospects, financial condition and results of operations and cause the price of our common stock to decline.

***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 equity offerings, government or private party grants, debt financings, collaborations, strategic alliances and licensing arrangements. 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 will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect your rights as a common stockholder. Debt financing and preferred equity financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures, declaring dividends and possibly other restrictions.

If we raise funds through collaborations, strategic alliances or licensing arrangements with third parties, we may have to relinquish valuable rights to our technologies, future revenue streams, research programs or product candidates, or we may have to grant licenses on terms that may not be favorable to us or commit to providing us with future payment streams. 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. Market volatility resulting from the COVID-19 pandemic or other factors may further adversely impact our ability to access capital as and when needed.

***We have a limited operating history, have not yet completed any clinical trials and have no history of commercializing products, which may make it difficult for you to evaluate the success of our business to date and to assess our future viability.***

We are an early-stage cell therapy company. We were founded in December 2015 and commenced operations in February 2016. Our operations to date have been limited to organizing and staffing our company, business planning, raising capital, acquiring and developing our platform and

## [Table of Contents](#)

technology, identifying product candidates and undertaking preclinical studies. VCAR33 is in the early stages of clinical development, we have not yet initiated our planned Phase 1/2a clinical trial for VOR33, we have not yet submitted an Investigational New Drug (IND) application for the VOR33/VCAR33 Treatment System and our other programs are still in the preclinical or research stage. The risk of failure for these activities is high. We have not yet demonstrated an ability to initiate or successfully complete any clinical trials, including large-scale, pivotal clinical trials, obtain marketing 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. Consequently, any predictions you make about our future success or viability may not be as accurate as they could be if we had a longer operating history.

Our limited operating history may make it difficult to evaluate our technology and industry and predict our future performance. Our short history as an operating company makes any assessment of our future success or viability subject to significant uncertainty. We expect to encounter risks and difficulties frequently experienced by early stage companies in new and rapidly evolving fields. If we do not address these risks and difficulties successfully, our business could suffer.

In addition, as a new business, we may encounter other unforeseen expenses, difficulties, complications, delays and other known and unknown factors. We will need to transition from a company with a research focus to a company capable of supporting commercial activities. We may not be successful in such a transition.

### ***We have never generated revenue from product sales and may never become profitable.***

Our ability to generate revenue from product sales and achieve profitability depends on our ability, alone or with collaborators, to successfully complete the development of, and obtain the regulatory approvals necessary to commercialize, product candidates. We do not anticipate generating revenues from product sales for the next several years, if ever. Our ability to generate future revenue from product sales depends heavily on our, or our future collaborators', ability to successfully:

- initiate and complete clinical development of VOR33;
- complete clinical development of VCAR33;
- initiate and complete clinical development of the VOR33/VCAR33 Treatment System;
- complete research and preclinical and clinical development of any other product candidates we may identify;
- seek and obtain regulatory and marketing approvals for any product candidates for which we complete clinical trials;
- launch and commercialize any product candidates for which we obtain regulatory and marketing approval by establishing a sales force, marketing and distribution infrastructure or, alternatively, collaborating with a commercialization partner;
- qualify for coverage and adequate reimbursement by government and third-party payors for any product candidates for which we obtain regulatory and marketing approval;
- develop, maintain and enhance a sustainable, scalable, reproducible and transferable manufacturing process for VOR33, VCAR33 and any other product candidates we may develop;
- establish and maintain supply and manufacturing relationships with third parties that can provide adequate, in both amount and quality, products and services to support clinical development and the market demand for any product candidates for which we obtain regulatory and marketing approval;

## [Table of Contents](#)

- obtain market acceptance of product candidates as viable treatment options;
- address competing technological and market developments;
- implement internal systems and infrastructure, as needed;
- negotiate favorable terms in any collaboration, licensing or other arrangements into which we may enter and performing our obligations in such arrangements;
- maintain, protect, enforce, defend and expand our portfolio of intellectual property rights, including patents, trade secrets and know-how, in the United States and internationally;
- avoid and defend against third-party interference, infringement and other intellectual property claims in the United States and internationally; and
- attract, hire and retain qualified personnel.

Even if one or more of the product candidates we develop are approved for commercial sale, we anticipate incurring significant costs associated with commercializing any approved product candidate. Our expenses could increase beyond expectations if we are required by the U.S. Food and Drug Administration (the FDA), the European Medicines Agency (the EMA) or other regulatory authorities to perform clinical and other studies in addition to those that we currently anticipate. Even if we are able to generate revenues from the sale of any approved product candidates, we may not become profitable and may need to obtain additional funding to continue operations.

Even if we do achieve profitability, we may not be able to sustain or increase profitability on a quarterly or annual basis. Our failure to become and remain profitable would decrease the value of our company and could impair our ability to raise capital, maintain our research and development efforts, expand our business or continue our operations. A decline in the value of our company also could cause you to lose all or part of your investment.

***As a result of our history of losses and negative cash flows from operations and the fact that we have not yet obtained additional capital in connection with this offering, our financial statements contain a statement regarding a substantial doubt about our ability to continue as a going concern.***

A history of operating losses and negative cash flows from operations combined with our anticipated use of cash to fund operations and the fact that we have not yet obtained additional capital in connection with this offering raises substantial doubt about our ability to continue as a going concern beyond the 12-month period from the issuance date of the our unaudited financial statements for the quarter ended September 30, 2020. Our future viability as an ongoing business is dependent on our ability to generate cash from our operating activities or to raise additional capital to finance our operations.

There is no assurance that we will succeed in obtaining sufficient funding on terms acceptable to us to fund continuing operations, if at all. The perception that we might be unable to continue as a going concern may also make it more difficult to obtain financing for the continuation of our operations on terms that are favorable to us, or at all, and could result in the loss of confidence by investors and employees. Our financial statements do not include any adjustments that might result from the outcome of this uncertainty. If we are unable to continue as a going concern, we may have to liquidate our assets and may receive less than the value at which those assets are carried on our financial statements, and it is likely that our investors will lose all or a part of their investment.



***Our ability to utilize our net operating loss carryforwards and certain other tax attributes to offset taxable income or taxes may be limited.***

As of December 31, 2019, we had gross federal net operating loss carryforwards of \$14.3 million including \$12.4 million that had an indefinite carryforward period and \$1.9 million that were subject to expiration at various dates through 2037. Furthermore, we have state and local net operating loss carryforwards of \$11.8 million which will expire at various dates through 2039. Portions of these net operating loss carryforwards could expire unused and be unavailable to offset future income tax liabilities. Under the legislation enacted in 2017, informally titled the Tax Cuts and Jobs Act (the Tax Act), as modified by the Coronavirus Aid, Relief, and Economic Security (the CARES Act) U.S. federal net operating losses incurred in taxable years beginning after December 31, 2017, may be carried forward indefinitely, but the deductibility of such federal net operating losses in taxable years beginning after December 31, 2020, is limited. It is uncertain how various states will respond to the Tax Act and the CARES Act. For state income tax purposes, there may be periods during which the use of net operating loss carryforwards is suspended or otherwise limited, which could accelerate or permanently increase state taxes owed. In addition, under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended (the Code), and corresponding provisions of state law, if a corporation undergoes an “ownership change,” which is generally defined as a greater than 50% change, by value, in its equity ownership over a three-year period, the corporation’s ability to use its pre-change net operating loss carryforwards and other pre-change tax attributes to offset its post-change income or taxes may be limited. The completion of this offering, together with private placements and other transactions that have occurred since our inception, may trigger such an ownership change pursuant to Section 382 of the Code. We have not yet completed a Section 382 analysis, and therefore, there can be no assurances that our net operating losses are not already limited. We may experience ownership changes as a result of subsequent shifts in our stock ownership, some of which may be outside of our control. If an ownership change occurs and our ability to use our net operating loss carryforwards is materially limited, it would harm our future operating results by effectively increasing our future tax obligations. There is a full valuation allowance for net deferred tax assets, including net operating loss carryforwards.

**Risks Related to Discovery, Development, Manufacturing and Commercialization**

***eHSCs are a novel technology that is not yet clinically validated for human use. The approaches we are taking to create eHSCs are unproven and may never lead to marketable products.***

We are developing VOR33 and other eHSCs for transplant into the human body. Although there have been significant advances in the field of genome engineering in recent years, these technologies have rarely been applied to hematopoietic stem cells (HSCs), and our approach is new and largely unproven. The scientific evidence to support the feasibility of developing eHSCs is both preliminary and limited. Successful development of eHSCs by us will require solving a number of challenges, including:

- obtaining regulatory authorization from the FDA and other regulatory authorities, which have limited or no experience with regulating the development and commercialization of eHSCs, to proceed with clinical trials;
- identifying appropriate genetic targets for modification within HSCs;
- developing and deploying consistent and reliable processes for procuring cells from consenting third-party donors, isolating HSCs from such donor cells, inactivating genetic targets within such HSCs, storing and transporting the resulting eHSCs for therapeutic use and finally infusing these eHSCs into patients;

## Table of Contents

- utilizing these eHSC product candidates in combination or in sequence with companion therapeutics, which may increase the risk of adverse side effects;
- avoiding potential complications of eHSC transplants, including failure to engraft, rejection by host or lack of functionality, any of which could result in serious side effects or death;
- educating medical personnel regarding the potential side effect profile of our product candidates, particularly those that may be unique to our eHSCs;
- understanding and addressing variability in the quality of a donor's cells, which could ultimately affect our ability to manufacture product in a reliable and consistent manner;
- developing processes for the safe administration of eHSC products, including long-term follow-up and registries, for all patients who receive these product candidates;
- relying on third parties to find suitable healthy donors;
- obtaining regulatory approval from the FDA and other regulatory authorities;
- manufacturing product candidates to our specifications and in a timely manner to support our clinical trials and, if approved, commercialization;
- sourcing clinical and, if approved by applicable regulatory authorities, commercial supplies for the materials used to manufacture and process product candidates;
- developing a manufacturing process and distribution network that can provide a stable supply with a cost of goods that allows for an attractive return on investment; and
- establishing sales and marketing capabilities ahead of and after obtaining any regulatory approval to gain market acceptance, and obtaining coverage, adequate reimbursement and pricing by third-party payors and governmental healthcare programs.

We have concentrated our research efforts to date on preclinical work to bring VOR33 into clinical development for the treatment of AML, and our future success is highly dependent on the successful development of eHSCs, such as VOR33, and the therapeutic applications of these cells. We may decide to alter or abandon our initial programs as new data become available and we gain experience in developing eHSCs. We cannot be sure that our programs will yield satisfactory products that are safe and effective, scalable or profitable in our initial indication or any other indication we pursue.

Moreover, actual or perceived safety issues, including as a result of adverse developments in our eHSC programs or in genome engineering programs undertaken by third parties or of the adoption of novel approaches to treatment, may adversely influence the willingness of subjects to participate in our clinical trials, or, if one of our product candidates is approved by applicable regulatory authorities, of physicians to subscribe to the novel treatment mechanics or of patients to provide consent to receive a novel treatment despite its regulatory approval. The FDA or other applicable regulatory authorities may require specific post-market studies or additional information that communicates the benefits or risks of our products. New data may reveal new risks of our product candidates at any time prior to or after regulatory approval.

***We are substantially dependent on the success of our two most advanced product candidates, VOR33 and VCAR33. If we are unable to complete development of, obtain approval for and commercialize VOR33 or VCAR33 in a timely manner, our business will be harmed.***

Our future success is dependent on our ability to timely advance and complete clinical trials, obtain marketing approval for and successfully commercialize our product candidates VOR33 and VCAR33. We are investing significant efforts and financial resources in the research and development of these product candidates. Our IND application for VOR33 in combination with Mylotarg in patients

## [Table of Contents](#)

with AML was submitted to the FDA in December 2020 and took effect in January 2021, and we expect to initiate a Phase 1/2a clinical trial of VOR33 in the first half of 2021. VCAR33 is also undergoing a multi-site, investigator-initiated Phase 1/2 clinical trial in relapsed AML patients as a monotherapy in a bridge-to-transplant setting. The VCAR33 trial is currently sponsored and overseen by the National Marrow Donor Program (NMDP), however, we expect to either assume sponsorship and oversight of the trial prior to its completion or enter into an agreement with the NMDP providing us with the right to cross-reference the trial results in future IND applications that we may submit to the FDA. VOR33 and VCAR33 will each require additional clinical development, evaluation of clinical, preclinical and manufacturing activities, marketing approval from government regulators, substantial investment and significant marketing efforts before we can generate any revenues from product sales. We are not permitted to market or promote VOR33, VCAR33 or any other product candidate, before we receive marketing approval from the FDA and comparable foreign regulatory authorities, and we may never receive such marketing approvals.

The success of VOR33 and VCAR33 will depend on several factors, including the following:

- the acceptance by the FDA of our IND application to allow us to proceed with a clinical trial of VOR33 in combination with Mylotarg for the treatment of patients with AML who are at high risk for relapse;
- the acceptance of individual investigational review boards (IRBs) and scientific review committees at each clinical trial site as to the adequacy of the preclinical data package to support clinical development of VOR33 and their overall general agreement with the use of VOR33 in the intended patient population in the intended manner;
- the willingness of clinical investigators to place patients in the clinical trials, and the willingness of patients to enroll in a clinical trial studying a first-in-human cell therapy;
- the successful and timely completion of our planned Phase 1/2a clinical trial of VOR33 and the ongoing Phase 1/2 clinical trial of VCAR33;
- our ability to incorporate the results of the ongoing Phase 1/2 clinical trial of VCAR33 for the treatment of AML into future regulatory filings, either as a result of the timely transfer to us by the NMDP of the related IND or obtaining cross-reference rights to those trial results;
- the initiation and successful patient enrollment and completion of additional clinical trials of VOR33 and VCAR33 on a timely basis;
- maintaining and establishing relationships with contract research organizations (CROs) and clinical sites for the clinical development of VOR33 and VCAR33 both in the United States and internationally;
- the frequency and severity of adverse events in the clinical trials;
- the results of clinical trials conducted by third parties in hematopoietic stem cell transplant (HSCT) if such trials result in changes to the standard of care for HSCT or otherwise cause us to change our clinical trial protocols; for example, the Center for International Blood and Marrow Transplant Research is sponsoring a Phase 3 clinical trial of the use in HSCT of CD34 selected T cell depleted HSCs, which are the same types of cells used in manufacturing VOR33, and if the data from this trial suggests that these cells are inferior to the standard of care, our planned Phase 1/2a clinical trial of VOR33 could be significantly delayed;
- the efficacy, safety and tolerability profiles that are satisfactory to the FDA, EMA or any comparable foreign regulatory authority for marketing approval;
- the timely receipt of marketing approvals for VOR33 and VCAR33 from applicable regulatory authorities;

## Table of Contents

- the extent of any required post-marketing approval commitments to applicable regulatory authorities;
- the maintenance of existing or the establishment of new supply arrangements with third-party suppliers and manufacturers for clinical development of VOR33 and VCAR33;
- the maintenance of existing, or the establishment of new, scaled production arrangements with third-party manufacturers to obtain finished products that are appropriate for commercial sale of VOR33 and VCAR33, if either is approved;
- obtaining and maintaining patent protection, trade secret protection and regulatory exclusivity, both in the United States and internationally;
- the protection of our rights in our intellectual property portfolio;
- the successful launch of commercial sales following any marketing approval;
- a continued acceptable safety profile following any marketing approval;
- commercial acceptance by patients, the medical community and third-party payors;
- our ability to obtain coverage and adequate reimbursement from third-party payors for our products and patients' willingness to pay out-of-pocket in the absence of such coverage and adequate reimbursement; and
- our ability to compete with other treatments.

We do not have complete control over many of these factors, including certain aspects of clinical development and the regulatory submission process, potential threats to our intellectual property rights and the manufacturing, marketing, distribution and sales efforts of any future collaborator. If we are not successful with respect to one or more of these factors in a timely manner or at all, we could experience significant delays or an inability to successfully commercialize VOR33 and/or VCAR33, which would materially harm our business. If we do not receive marketing approvals for VOR33 and VCAR33 we may not be able to continue our operations.

Commencing clinical trials in the United States for VOR33 is subject to acceptance by the FDA of our IND for this program and finalizing the trial design based on discussions with the FDA and other regulatory authorities. In the event that the FDA requires us to complete additional preclinical studies or we are required to satisfy other FDA requests, the start of our first clinical trial for VOR33 may be delayed. Even after we receive and incorporate guidance from these regulatory authorities, the FDA or other regulatory authorities could disagree that we have satisfied their requirements to commence our clinical trial or change their position on the acceptability of our trial design or the clinical endpoints selected, which may require us to complete additional preclinical studies or clinical trials or impose stricter approval conditions than we currently expect.

***We may not be successful in our efforts to identify, develop and commercialize additional product candidates. If these efforts are unsuccessful, we may never become a commercial stage company or generate any revenues.***

The success of our business depends primarily upon our ability to identify, develop and commercialize additional product candidates based on, or complementary with, our technology platform. While VCAR33 is currently undergoing a Phase 1/2 clinical trial, and while we expect to initiate a Phase 1/2a clinical trial of VOR33 in the first half of 2021 and of the VOR33/VCAR33 Treatment System after initial results from these trials, all of our other product development programs are still in the research or preclinical stage of development. Our research programs may fail to identify additional product candidates for clinical development for a number of reasons. Our research

## [Table of Contents](#)

methodology may be unsuccessful in identifying potential product candidates, our potential product candidates may be shown to have harmful side effects in preclinical *in vitro* experiments or animal model studies, they may not show promising signals of efficacy in such experiments or studies or they may have other characteristics that may make the product candidates impractical to manufacture, unmarketable or unlikely to receive marketing approval. The historical failure rate for product candidates is high due to risks relating to safety, efficacy, clinical execution, changing standards of medical care and other unpredictable variables. In addition, although we believe our technology platform will position us to rapidly expand our portfolio of product candidates beyond our current product candidates, our ability to expand our portfolio may never materialize.

If any of these events occur, we may be forced to abandon our research or development efforts for a program or programs, which would have a material adverse effect on our business, financial condition, results of operations and prospects. Research programs to identify new product candidates require substantial technical, financial and human resources. We may focus our efforts and resources on potential programs or product candidates that ultimately prove to be unsuccessful, which would be costly and time-consuming.

***If VOR33, VCAR33, the VOR33/VCAR33 Treatment System or any of the other product candidates we may develop, or the delivery modes we rely on to administer them, cause serious adverse events, undesirable side effects or unexpected characteristics, such events, side effects or characteristics could delay or prevent regulatory approval of the product candidates, limit their commercial potential or result in significant negative consequences following any potential marketing approval.***

We have not yet completed any human clinical trials of our product candidates and it is impossible to predict when or if VOR33, VCAR33, the VOR33/VCAR33 Treatment System or any other product candidates we may develop will prove safe in humans. Undesirable side effects caused by our product candidates could cause us or regulatory authorities to interrupt, delay or halt clinical trials and could result in a more restrictive label or the delay or denial of regulatory approval by the FDA or comparable foreign regulatory authorities. Results of our clinical trials could reveal a high and unacceptable severity and prevalence of side effects or unexpected characteristics.

There have been no clinical trials of eHSCs and a limited number of clinical trials of certain of the technologies we are using to engineer eHSCs and chimeric antigen receptor (CAR)-T cells, including the CRISPR/Cas9 method we are using in our VOR33 program. In the genetic medicine field, there have been several significant adverse events from genetically engineered treatments in the past, including reported cases of leukemia and death. There have also been recent studies suggesting that genome engineering using the CRISPR-Cas9 method may increase the risk that the modified cells themselves become cancerous or otherwise dysfunction. There can be no assurance that our eHSCs or CAR-T cells or the genome engineering techniques that we employ in their development will not cause undesirable side effects, as improper modification of a patient's DNA could lead to lymphoma, leukemia or other cancers, or other aberrantly functioning cells.

A significant risk in any genetically engineered product candidate is that "off-target" gene alterations may occur, which could cause serious adverse events, undesirable side effects or unexpected characteristics. Although we and others have demonstrated the ability to improve the specificity of gene alterations in a laboratory setting, we cannot be certain that off-target alterations will not occur in any of our planned or future clinical trials, and the lack of observed side effects in preclinical studies does not guarantee that such side effects will not occur in human clinical trials.

There is also the potential risk of delayed adverse events following exposure to genetically engineered cells due to the permanence of changes to DNA or due to other components of product

candidates used to carry the genetic material. Further, because our genome engineering technology makes a permanent change, the treatment cannot be withdrawn, even after a side effect is observed. For example, our eHSCs are designed to permanently reconstitute the blood cells necessary for the survival of HSCT patients, and we cannot be certain that these changes will not induce adverse reactions in patients or impair the functionality of the resulting blood cells. The eHSC manufacturing process generally, and the removal of surface targets such as CD33 specifically, could have temporary or permanent harmful effects. The removal of CD33 from HSCs has never been studied in clinical trials. While we have discovered anonymous individuals in genome databases who lack CD33, we cannot be certain that these databases are accurate or complete or that the individuals who have contributed DNA to the database are healthy, as comprehensive health information is not included in the databases we have consulted. The removal of CD33 or other surface targets we remove from HSCs could have serious harmful effects, including the impairment of the ability of our eHSCs to migrate to patients' bone marrow, survive and reconstitute properly functioning blood cells. These side effects may not be evident for years after transplant.

In addition to side effects and adverse events that may be caused by our eHSCs, HSCT is itself a complicated and risky procedure. The conditioning, administration process or related procedures which may be used in HSCT can cause adverse side effects and adverse events. An HSCT patient is generally administered cytotoxic drugs to remove stem cells from the bone marrow to create sufficient space in the bone marrow for the modified stem cells to engraft and produce new cells. This procedure compromises the patient's immune system. In addition, the HSCs administered via transplant may fail to engraft in patients' bone marrow, or could be rejected by the patient, either of which could result in serious side effects, including death. If in the future we are unable to demonstrate that such adverse events were caused by the elements of the HSCT process unrelated to our eHSCs, the FDA, the European Commission, the Competent Authorities of the Member States of the European Union, EMA or other regulatory authorities could order us to cease further development of, or deny approval of, our eHSCs for any or all target indications. Even if we are able to demonstrate that adverse events are not related to our product candidates, or are merely a feature of HSCT generally, such occurrences could affect patient recruitment, the ability of enrolled patients to complete the clinical trial, or the commercial viability of any product candidates that obtain regulatory approval.

Furthermore, in previous and ongoing clinical trials involving CAR-T or other cell-based therapies from other companies, patients experienced side effects such as neurotoxicity and cytokine release syndrome. There have been life threatening events related to severe neurotoxicity and cytokine release syndrome, requiring intense medical intervention such as intubation or pressor support, and in several cases, resulting in death. Severe neurotoxicity is a condition that is currently defined clinically by cerebral edema, confusion, drowsiness, speech impairment, tremors, seizures, or other central nervous system side effects, when such side effects are serious enough to lead to intensive care. In some cases, severe neurotoxicity was thought to be associated with the use of certain lymphodepletion regimens used prior to the administration of the CAR-T or other cell-based therapies. Cytokine release syndrome is a condition that is currently defined clinically by certain symptoms related to the release of cytokines, which can include fever, chills, low blood pressure, when such side effects are serious enough to lead to intensive care with mechanical ventilation or significant vasopressor support. The exact cause or causes of cytokine release syndrome and severe neurotoxicity in connection with treatment of CAR-T or other cell-based therapies is not fully understood at this time. In addition, patients have experienced other adverse events in these trials, such as a reduction in the number of blood cells (in the form of neutropenia, thrombocytopenia, anemia or other cytopenias), febrile neutropenia, chemical laboratory abnormalities (including elevated liver enzymes) and renal failure.

The delivery modalities of certain of our product candidates may also cause serious adverse events. For example, in order to administer VCAR33, we employ viral vectors, including lentiviruses, which are relatively new approaches used for disease treatment. In past clinical trials that were

## [Table of Contents](#)

conducted by others with lentivirus vectors, several significant side effects were caused by gene therapy treatments, including reported cases of leukemia and death. Other potential side effects could include an immunologic reaction and insertional oncogenesis, which is the process whereby the insertion of a functional gene near a gene that is important in cell growth or division results in uncontrolled cell division, which could potentially enhance the risk of malignant transformation. If the vectors we use demonstrate a similar side effect, or other adverse events, we may be required to halt or delay further clinical development of VCAR33 and potential product candidates. Furthermore, the FDA has stated that lentiviral vectors possess characteristics that may pose high risks of delayed adverse events.

Undesirable side effects caused by VCAR33 or other cell-based companion therapeutics we may develop could cause us or regulatory authorities to interrupt, delay or halt clinical trials and could result in a more restrictive label or the delay or denial of marketing approval by the FDA or other comparable foreign regulatory authorities. In some cases, side effects such as neurotoxicity or cytokine release syndrome have resulted in clinical holds of ongoing clinical trials and/or discontinuation of the development of the product candidate. Results of our studies could reveal a high and unacceptable severity and prevalence of side effects or unexpected characteristics. Treatment-related side effects could also affect patient recruitment or the ability of enrolled patients to complete the trials or result in potential product liability claims. In addition, these side effects may not be appropriately recognized or managed by the treating medical staff, as toxicities resulting from T cell-based immunotherapies are not normally encountered in the general patient population and by medical personnel. Medical personnel may need additional training regarding T cell-based immunotherapy product candidates to understand their side effects. Inadequate training in recognizing or failure to effectively manage the potential side effects of T cell-based immunotherapy product candidates could result in patient deaths. Any of these occurrences may harm our business, financial condition and prospects significantly.

If any product candidates we develop are associated with serious adverse events, undesirable side effects or unexpected characteristics, we may need to abandon their development or limit development to certain uses or subpopulations in which the serious adverse events, undesirable side effects or other characteristics are less prevalent, less severe or more acceptable from a risk-benefit perspective, any of which would have a material adverse effect on our business, financial condition, results of operations, and prospects. Many product candidates that initially showed promise in early stage testing have later been found to cause side effects that prevented further clinical development of the product candidates.

Additionally, if we successfully develop a product candidate and it receives marketing approval, the FDA could require us to adopt a Risk Evaluation and Mitigation Strategy (REMS), to ensure that the benefits of treatment with such product candidate outweighs the risks for each potential patient, which may include, among other things, a medication guide outlining the risks of the product for distribution to patients, a communication plan to health care practitioners, extensive patient monitoring or distribution systems and processes that are highly controlled, restrictive and more costly than what is typical for the industry. Furthermore, if we or others later identify undesirable side effects caused by a product candidate, several potentially significant negative consequences could result, including:

- regulatory authorities may suspend or withdraw approvals of such product candidate;
- regulatory authorities may require additional warnings on the label or limit the approved use of such product candidate;
- we may be required to change the way the product is administered, or implement other changes to the labeling or handling of a product, if approved;
- we may be required to conduct additional clinical trials;



## [Table of Contents](#)

- we could be sued and held liable for harm caused to patients; and
- our reputation may suffer.

Any of these events could prevent us from achieving or maintaining market acceptance of product candidates and could have a material adverse effect on our business, financial condition, results of operations and prospects.

***We have not successfully tested our product candidates in clinical trials and any favorable preclinical results are not predictive of results that may be observed in clinical trials.***

We have not successfully tested our product candidates in clinical trials, and there is a high failure rate for drugs and biologics proceeding through clinical trials. A number of companies in the pharmaceutical and biotechnology industries have suffered significant setbacks in later stage clinical trials even after achieving promising results in earlier stage clinical trials. Data obtained from preclinical and clinical activities are subject to varying interpretations, which may delay, limit or prevent regulatory approval. In addition, regulatory delays or rejections may be encountered as a result of many factors, including changes in regulatory policy during the period of product development. Any such adverse events may cause us to delay, limit or terminate planned clinical trials, any of which would have a material adverse effect on our business, financial condition, results of operations and prospects.

In addition, the results of preclinical studies may not be predictive of the results of later-stage preclinical studies or clinical trials. To date, we have generated only limited preclinical study data and no clinical trial results, and any such data or results do not ensure that later preclinical studies or clinical trials will produce similar outcomes. 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.

Furthermore, the IND for the T cell therapy candidate using the same CAR construct as VCAR33 is currently held, and this clinical trial is currently sponsored, by the NMDP. As such, the NMDP is responsible for all aspects of this trial, including the design of the trial, the manufacture of study product, the enrollment, dosing and follow-up of patients, the recording of trial data and the analysis of results. We also did not control the preclinical development of this T cell therapy candidate, which was conducted by the NIH, and we do not have rights under the license agreement to certain intellectual property, such as know-how, employed by the NMDP in manufacturing study product or conducting its clinical trial. As such, we are relying on the NMDP to transfer the IND for this T cell therapy candidate to us in a timely fashion or to otherwise grant us the right to cross-reference the results of the trial in future IND applications. In the event such transfer or grant of rights does not occur, our ability to conduct clinical development of VCAR33 could be delayed or otherwise adversely affected. Additionally, we may be unable to establish the comparability of the product candidate investigated under the NMDP IND and our IND for VCAR33 in the event of manufacturing changes, or the FDA or other regulatory authorities may otherwise disagree with the sufficiency of our right of reference to the preclinical, manufacturing or clinical data generated by the NMDP's trial or our interpretation of preclinical, manufacturing or clinical data from this trial. If so, regulatory authorities may require us to obtain and submit additional preclinical, manufacturing or clinical data before we may initiate further clinical trials and/or obtain any regulatory approvals. For example, we may be required to conduct additional preclinical toxicology studies, requalify manufacturing processes or conduct further clinical investigation of VCAR33 before advancing our VCAR33 program.

We are also relying on NIH to have conducted its research and development efforts, and on the NMDP to conduct its clinical trial, in accordance with applicable protocol, legal, regulatory and scientific

standards, to accurately report the results of preclinical studies and clinical trials, and to correctly collect and interpret the data from these studies and trials. To the extent any of these has not occurred or does not occur, the expected time and costs of developing VCAR33, as well as the VOR33/VCAR33 Treatment System, may be increased, which could adversely affect our business. Furthermore we do not control, and if the IND for VCAR33 is not transferred to us by the NMDP we will not control, the timing of the ongoing NMDP trial or the release of information about the trial, including trial results, all of which negatively affect our ability to accurately estimate the timing of anticipated trial milestones. As a result, our estimates may prove to be inaccurate. The NMDP also may not publicize data from the trial in a manner that facilitates further clinical development of VCAR33 by us, or at all. In addition, even if the IND for the ongoing Phase 1/2 clinical trial of the T cell therapy using the same CAR construct as VCAR33 is transferred to us, or if we gain cross-reference rights, the NMDP may retain rights to publicize data from the trial. The NMDP may elect to publicize this data at a time or in a manner other than we desire or may interpret data from these trials in a manner differently than we do, any of which could harm our business.

***Development of a product candidate such as VOR33, which is intended for use in combination or in sequence with an already approved therapy, will present increased complexity and more or different challenges than development of a product candidate for use as a single agent.***

We expect that our lead product candidate VOR33, and any other eHSC product candidates that we may develop, will be required to be used in combination or in sequence with existing or future therapies in order to demonstrate more anti-cancer efficacy than unmodified HSCs. In particular, our planned Phase 1/2a clinical trial will evaluate VOR33 in combination with Mylotarg and we anticipate conducting future trials of VOR33 with VCAR33 as a companion therapeutic in the VOR33/VCAR33 Treatment System, and also potentially with other targeted therapies. Developing product candidates for use in combination or sequence with other therapies will present challenges. For example, the FDA may require us to use more complex clinical trial designs, in order to evaluate the contribution of each product and product candidate to any observed effects. Moreover, following product approval, the FDA may require that products used in conjunction with each other be cross-labeled, which would require consent from the sponsoring company. To the extent that we do not have rights to already approved products, this may require us to work with another company to satisfy such a requirement. For example, we do not have and do not currently plan to enter into a cross-labeling agreement with Pfizer with respect to Mylotarg, and therefore any such cross-labeling requirement from the FDA would require us to negotiate such an agreement with Pfizer. In addition, developments related to the already approved therapies may impact our clinical trials for the combination as well as our commercial prospects should we receive marketing approval. Such developments may include changes to the approved therapy's safety or efficacy profile, changes to the availability of the approved therapy, changes to the standard of care and a decision by the sponsoring company to withdraw the therapy from the market. For example, Mylotarg was voluntarily withdrawn from the market in 2010 after post-approval testing indicated increased risks of hepatic veno-occlusive disease, or blockage of veins in the liver. Mylotarg was re-approved in 2017 with a lower recommended dose and for use in a new patient population. Also, while we do not currently require a license from or agreement with Pfizer to permit us to conduct clinical trials or, if approved, to commercialize VOR33 with Mylotarg as a companion therapeutic, we do not have and do not plan to enter into a supply or license agreement with Pfizer that would require Pfizer to produce Mylotarg, or permit us to otherwise produce Mylotarg, for these purposes. If Mylotarg undergoes subsequent labeling changes, or if Mylotarg is again removed from the market due to renewed concerns about its safety profile, or for other reasons, our planned clinical trial of VOR33, and our prospects for commercializing VOR33, will be materially adversely affected.

Furthermore, we will not be able to market and sell VOR33 or any product candidate we develop in combination with an unapproved cancer therapy, such as VCAR33 or other cell-based companion

therapeutics, for a combination indication, if that unapproved therapy does not ultimately obtain marketing approval either alone or in combination with our product. In addition, unapproved cancer therapies face the same risks described with respect to our product candidates currently in development and clinical trials, including the potential for serious adverse effects, delay in their clinical trials and lack of FDA approval. If the FDA, EMA or comparable foreign regulatory authorities do not approve these other drugs or revoke their approval of, or if safety, efficacy, quality, manufacturing or supply issues arise with, the drugs we choose to evaluate in combination with any product candidate we develop, we may be unable to obtain approval of or market such combination therapy.

Any inability to develop targeted therapies for use with our product candidate, any failure to maintain or enter into new successful commercial relationships with respect to targeted therapies, or the expense of purchasing targeted therapies in the market, may delay our development timelines, increase our costs and jeopardize our ability to develop our current product candidates and any future product candidates as commercially viable therapies. If any of these occur, our business, financial condition, results of operations, stock price and prospects may be materially harmed.

***If we are unable to successfully develop our current programs into a comprehensive portfolio of product candidates, or experience significant delays in doing so, we may not realize the full commercial potential of our current and future product candidates.***

We are developing VOR33 so that it can be used in combination or in sequence with other product candidates that we in-license or develop ourselves, and we are focused on a product development strategy that includes leveraging the synergies among a comprehensive portfolio of our product candidates. For example, if the initial clinical trials of VOR33 and VCAR33 are each successful, we anticipate conducting clinical trials of VOR33 in combination or in sequence with VCAR33 as a companion therapeutic, which we refer to as the VOR33/VCAR33 Treatment System, for the treatment of myeloid malignancies such as AML. Our success may depend, in part, on our ability to develop a complementary product portfolio with product candidates that will address a major limitation of existing therapies. Given our limited experience in developing product candidates that have received marketing approval, we may not be successful in developing some of our product candidates. The failure of one of our product candidates to obtain regulatory approval or market acceptance may affect our ability to expand our market opportunities for our other product candidates or programs. Although we may develop product candidates that ultimately obtain marketing approval, if we are unable to successfully develop our current programs into a comprehensive portfolio of product candidates, or experience significant delays in doing so, we may not realize the full commercial potential of our current and future product candidates.

***We may expend our limited resources to pursue a particular product candidate or indication and fail to capitalize on product candidates or indications that may be more profitable or for which there is a greater likelihood of success.***

Because we have limited financial and managerial resources, we focus on product candidates and research programs that we identify for specific indications among many potential options. 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. Our resource allocation decisions may cause us to fail to capitalize on viable commercial products or profitable market opportunities. Our spending on current and future product candidates and research and development programs for specific indications may not yield any commercially viable products. If we do not accurately evaluate the commercial potential or target market for a particular product candidate, we may relinquish valuable rights to that product candidate through collaboration, licensing or other royalty arrangements in cases in which it would have been more advantageous for us to retain sole development and commercialization rights to such product candidate. Any such event could have a material adverse effect on our business, financial condition, results of operations and prospects.

***Even if a product candidate receives marketing approval, it may fail to achieve the degree of market acceptance by physicians, patients, healthcare payors and others in the medical community necessary for commercial success.***

The commercial success of VOR33, VCAR33, the VOR33/VCAR33 Treatment System and any other product candidate we may develop in the future will depend upon its degree of market acceptance by physicians, patients, third-party payors and others in the medical community. Ethical, social and legal concerns about genetic medicines generally and genome engineering technologies specifically could result in additional regulations restricting or prohibiting the marketing of our product candidates. Even if any product candidate we develop receives marketing approval, it may nonetheless fail to gain sufficient market acceptance by physicians, patients, healthcare payors and others in the medical community. The degree of market acceptance of any product candidate we develop, if approved for commercial sale, will depend on a number of factors, including:

- the efficacy and safety of such product candidate as demonstrated in clinical trials;
- the efficacy and safety of other products that are used in combination or in sequence with our product;
- the potential and perceived advantages of our product candidates compared to alternative treatments;
- the limitation to our targeted patient population and limitations or warnings contained in approved labeling by the FDA or other regulatory authorities;
- the ability to offer our products for sale at competitive prices;
- convenience and ease of administration compared to alternative treatments;
- the clinical indications for which the product candidate is approved by the FDA, the EMA or other regulatory agencies;
- public attitudes regarding genetic medicine generally and genome engineering technologies specifically;
- the willingness of the target patient population to try novel biologics and of physicians to prescribe these treatments, as well as their willingness to accept an intervention that involves the alteration of the patient's gene;
- product labeling or product insert requirements of the FDA, the EMA or other regulatory authorities, including any limitations or warnings contained in a product's approved labeling;
- relative convenience and ease of administration;
- the timing of market introduction of competitive products;
- publicity concerning our products or competing products and treatments;
- the strength of marketing and distribution support;
- availability of third-party coverage and sufficiency of reimbursement; and
- the prevalence and severity of any side effects.

Even if a product candidate is approved, such product may not achieve an adequate level of acceptance, we may not generate significant product revenues, and we may not become profitable.

***If, in the future, we are unable to establish sales and marketing capabilities or enter into agreements with third parties to sell and market our product candidates, we may not be successful in commercializing those product candidates if and when they are approved.***

We do not have a sales or marketing infrastructure and have limited experience in the sale, marketing or distribution of pharmaceutical products. To achieve commercial success for any approved

## [Table of Contents](#)

product for which we retain sales and marketing responsibilities, we must either develop a sales and marketing organization or outsource these functions to third parties. In the future, we may choose to build a focused sales, marketing and commercial support infrastructure to sell, or participate in sales activities with our collaborators for, some of our product candidates if and when they are approved.

There are risks involved with both establishing our own commercial capabilities and entering into arrangements with third parties to perform these services. For example, recruiting and training a sales force or reimbursement specialists is expensive and time consuming and could delay any product launch. If the commercial launch of a product candidate for which we recruit a sales force and establish marketing and other commercialization capabilities is delayed or does not occur for any reason, we would have prematurely or unnecessarily incurred these commercialization expenses. This may be costly, and our investment would be lost if we cannot retain or reposition our commercialization personnel.

Factors that may inhibit our efforts to commercialize our product candidates on our own include:

- our inability to recruit and retain adequate numbers of effective sales, marketing, reimbursement, customer service, medical affairs and other support personnel;
- the inability of sales personnel to obtain access to physicians or educate adequate numbers of physicians on the benefits of prescribing any future products;
- the inability of reimbursement professionals to negotiate arrangements for formulary access, reimbursement and other acceptance by payors;
- restricted or closed distribution channels that make it difficult to distribute our product candidates to segments of the patient population;
- the lack of complementary products to be offered by sales personnel, which may put us at a competitive disadvantage relative to companies with more extensive product lines; and
- unforeseen costs and expenses associated with creating an independent commercialization organization.

If we enter into arrangements with third parties to perform sales, marketing, commercial support and distribution services, our product revenues or the profitability of these product revenues to us may be lower than if we were to market and sell products ourselves. In addition, we may not be successful in entering into arrangements with third parties to commercialize our product candidates or may be unable to do so on terms that are favorable to us. We may have little control over such third parties, and any of them may fail to devote the necessary resources and attention to sell and market our products effectively. If we do not establish commercialization capabilities successfully, either on our own or in collaboration with third parties, we will not be successful in commercializing our product candidates.

***We face significant competition in an environment of rapid technological change, and there is a possibility that our competitors may achieve regulatory approval before us or develop therapies that are safer or more advanced or effective than ours, which may harm our financial condition and our ability to successfully market or commercialize VOR33, VCAR33, the VOR33/VCAR33 Treatment System or any other product candidates we may develop.***

The development and commercialization of new drug and biologic products is highly competitive. Moreover, the genome engineering and oncology fields are characterized by rapidly changing technologies, significant competition and a strong emphasis on intellectual property. We will face competition with respect to VOR33, VCAR33, the VOR33/VCAR33 Treatment System and any other product candidates that we develop or commercialize in the future from major pharmaceutical

## [Table of Contents](#)

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.

There are a number of large pharmaceutical and biotechnology companies that currently market and sell products or are pursuing the development of products for the treatment of the disease indications for which we have product candidates and research programs. 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.

Any product candidates that we successfully develop and commercialize will compete with existing therapies and new therapies that may become available in the future that are approved to treat the same diseases for which we may obtain approval for our product candidates. This may include other types of therapies, such as small molecule, antibody and/or protein therapies.

Many of our current or potential competitors, either alone or with their collaboration partners, may 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 gene therapy 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. Our commercial opportunity could be reduced or eliminated if our competitors develop and commercialize product candidates that are safer, more effective, have fewer or less severe side effects, are more convenient or are less expensive than our product candidates or that would render our product candidates obsolete or non-competitive. Our competitors also may obtain FDA or other regulatory approval for their product candidates more rapidly than we may obtain approval for ours, which could result in our competitors establishing a strong market position before we are able to enter the market. Additionally, technologies developed by our competitors may render our product candidates uneconomical or obsolete, and we may not be successful in marketing any product candidates against competitors.

In addition, as a result of the expiration or successful challenge of our patent rights, we could face more litigation with respect to the validity and/or scope of patents relating to our competitors' products. The availability of our competitors' products could limit the demand, and the price we are able to charge, for our product candidates, if approved.

### ***Adverse public perception of genetic medicines, and genome engineering in particular, may negatively impact regulatory approval of, and/or demand for, our potential products.***

VOR33 and VCAR33 are, and future eHSCs and CAR-T or other cell-based companion therapeutics we may develop will be, created by altering the human genome. The clinical and commercial success of our potential products will depend in part on public understanding and acceptance of the use of genome engineering for the prevention or treatment of human diseases. Public attitudes may be influenced by claims that genome engineering is unsafe, unethical or immoral, and, consequently, our current or future product candidates may not gain the acceptance of the public or the medical community. Adverse public attitudes may adversely impact our ability to enroll clinical trials. Moreover, our success will depend upon physicians prescribing, and their patients being willing to receive, treatments that involve the use of product candidates in lieu of, or in addition to, existing treatments with which they are already familiar and for which greater clinical data may be available.

## [Table of Contents](#)

In addition, genome engineering technology is subject to public debate and heightened regulatory scrutiny due to ethical concerns relating to the application of genome engineering technology to human embryos or the human germline. For example, in the United States, germline alteration for clinical application has been expressly prohibited since enactment of a December 2015 FDA ban on such activity. Prohibitions are also in place in the United Kingdom, across most of Europe, in China and many other countries around the world. In the United States, the National Institutes of Health has announced that the agency would not fund any use of gene engineering technologies in human embryos, noting that there are multiple existing legislative and regulatory prohibitions against such work, including the Dickey-Wicker Amendment, which prohibits the use of appropriated funds for the creation of human embryos for research purposes or for research in which human embryos are destroyed.

Although we do not use our technologies to alter human embryos or the human germline, public debate about the use of genome engineering technologies in human embryos and heightened regulatory scrutiny could prevent or delay our development of product candidates. More restrictive government regulations or negative public opinion would have a negative effect on our business or financial condition and may delay or impair our development and commercialization of product candidates or demand for any product candidates we may develop. Adverse events in our preclinical studies or clinical trials or those of our competitors or of academic researchers utilizing genome engineering technologies, even if not ultimately attributable to product candidates we may identify and develop, and the accompanying publicity could result in increased governmental regulation, unfavorable public perception, potential regulatory delays in the testing or approval of potential product candidates we may identify and develop, stricter labeling requirements for those product candidates that are approved and a decrease in demand for any such product candidates. Use of genome engineering technology by a third party or government to develop biological agents or products that threaten U.S. national security could similarly result in such negative impacts to us.

***Due to the novel nature of our eHSCs, the small patient population we are addressing and the potential for any product candidates we may develop to offer benefits in a single administration or limited number of administrations, we face additional uncertainty related to pricing, coverage and reimbursement for these product candidates.***

The pricing and reimbursement of VOR33, VCAR33, the VOR33/VCAR33 Treatment System and any future product candidates we may develop, if approved, must be adequate to support the necessary commercial infrastructure. If we are unable to obtain adequate levels of reimbursement, our ability to successfully market and sell any such product candidates will be adversely affected. The manner and level at which reimbursement is provided for services related to a product candidate (e.g., for administration of our product candidates to patients) is also important. Inadequate reimbursement for such services may lead to physician and payor resistance and adversely affect our ability to market or sell any product candidate we develop.

We are initially developing product candidates targeting rare diseases with small patient populations. In order for products that are designed to treat smaller patient populations to be commercially viable, the reimbursement for such products must be higher, on a relative basis, to account for the lack of volume. Accordingly, we will need to implement a coverage and reimbursement strategy for any approved product candidate with a smaller patient population that accounts for the smaller potential market size. Even if we obtain coverage for a given product by a third-party payor, the resulting reimbursement payment rates may not be adequate.

We are also initially developing products that are designed to be used in a single administration. We expect the cost of a single administration of genetic treatments, such as those we are seeking to develop, to be substantial, when and if they achieve regulatory approval. We expect that coverage and



## [Table of Contents](#)

reimbursement by governmental healthcare programs such as Medicare and Medicaid, private health insurers and other third-party payors will be essential for most patients to be able to afford these treatments. Accordingly, sales of any such product candidates will depend substantially, both domestically and abroad, on the extent to which the costs of any such product candidates will be paid by governmental healthcare programs, private health plans and other third-party payors. Payors may not be willing to pay high prices for a single administration. Coverage and reimbursement by a third-party payor and physician utilization may depend upon several factors, including the third-party payor's determination that use of a product is:

- a covered benefit under its health plan;
- safe, effective and medically necessary;
- appropriate for the specific patient;
- cost-effective; and
- neither experimental nor investigational.

There is significant uncertainty related to third-party coverage and reimbursement of eHSCs. For example, effective for cost reporting periods beginning on or after October 1, 2020, under the Medicare Hospital Inpatient Prospective Payment Systems (IPPS), Medicare payment to the hospital for hematopoietic stem cell acquisition, including the preparation and processing of stem cells derived from peripheral blood, will be made on a reasonable cost basis. We believe that this new rule may also apply to eHSC products. Alternatively, we may apply for Medicare's New Technology Add-on Payment (NTAP) designation for our eHSC product candidates, which, if approved, may allow for temporary reimbursement for new cell therapies above the standard Medicare Severity Diagnosis-Related Group (MS-DRG) payment amount under IPPS. NTAP will only be available for our product candidates, if approved, if we submit a timely and complete application and CMS determines that our product candidates meet the eligibility requirements of NTAP, including, among other criteria, demonstrating a substantial clinical improvement relative to services or technologies previously available. We also believe that, for patients covered by commercial insurance, reimbursement will be based on a case rate methodology with possible provisions for separate payments for new therapies, such as eHSC. However, we cannot be certain that our eHSCs would qualify for these carveouts or other reimbursement avenues for new therapies. We also may not be able to provide data sufficient to gain acceptance with respect to coverage and reimbursement. If coverage and reimbursement are not available, or are available only at limited levels, we may not be able to successfully commercialize a product candidate. Even if coverage is provided, the approved reimbursement amount may not be adequate to realize a sufficient return on our investment. If we are unable to obtain adequate levels of reimbursement, our ability to successfully market and sell any product candidates will be harmed.

Ultimately, we may need to develop new reimbursement models in order to realize adequate value for our product candidates. Payors may not be able or willing to adopt such new models, and patients may be unable to afford that portion of the cost that such models may require them to bear. If we determine such new models are necessary but we are unsuccessful in developing them, or if such models are not adopted by payors, our business, financial condition, results of operations and prospects could be adversely affected.

Outside the United States, international operations are generally subject to extensive governmental price controls and other market regulations, and we believe the increasing emphasis on cost-containment initiatives in Europe and other countries has and will continue to put pressure on the pricing and usage of our products. In many countries, the prices of medical products are subject to varying price control mechanisms as part of national health systems. Other countries allow companies to fix their own prices for medical products but monitor and control company profits. Additional foreign

## [Table of Contents](#)

price controls or other changes in pricing regulation could restrict the amount that we are able to charge for our products. Accordingly, in markets outside the United States, the reimbursement for our products may be reduced compared with the United States and may be insufficient to generate commercially reasonable revenue and profits.

Our inability to promptly obtain coverage and profitable payment rates from both government-funded and private payors for any approved products we may develop could have a material adverse effect on our operating results, our ability to raise capital needed to commercialize products and our overall financial condition.

***The market for VOR33, VCAR33 and certain future product candidates we may develop may be limited to those patients who are ineligible for or have failed, or are at risk of failing, prior treatments and who are able to tolerate the side effects of co-administered or sequentially administered targeted therapies, and our projections regarding the size of the addressable market may be incorrect.***

Cancer therapies are sometimes characterized as first line, second line or third line, and the FDA often approves new therapies initially only for last line use. When blood cancers are detected, they are treated with first line of therapy with the intention of curing the cancer. This generally consists of chemotherapy, radiation, antibody drugs, tumor-targeted small molecules or a combination of these. In addition, for myeloid malignancies, HSCT is frequently added to the first line therapy after the combination chemotherapy is given. If the patient's cancer relapses, then they are given a second line or third line therapy, which can consist of more chemotherapy, radiation, antibody drugs, tumor-targeted small molecules or a combination of these, or HSCT. Generally, the higher the line of therapy, the lower the chance of a cure. If a patient relapses after HSCT, the goal of the therapy in the treatment of AML is to control the growth of the tumor and extend the life of the patient, as a cure is unlikely to happen.

We are initially developing VOR33 for use in patients receiving HSCT who have been determined to be at high-risk for relapse of AML in the anticipation that VOR33 would enhance the utility and broaden the applicability of therapies subsequently deployed. A T cell therapy candidate using the same CAR construct as VCAR33 is also being studied by the NMDP as a monotherapy in an ongoing investigator-initiated Phase 1/2 clinical trial for the treatment of refractory/relapsed AML in a bridge-to-transplant setting, which means it is being evaluated as a second or third line therapy prior to administration of HSCT. There is no guarantee that VOR33 or any future eHSCs we may develop, even if approved, would be approved for patients who have not experienced, or are not at risk of experiencing relapse, or in combination with other lines of therapy. There is also no guarantee that VCAR33 or any other companion therapeutic we may develop would be approved as an earlier line therapy or in settings other than bridge to transplant. In addition, we may have to conduct additional large randomized clinical trials prior to or post gaining approval for use VOR33 in patients who have not experienced relapse and/or in combination with an earlier line of therapy or of VCAR33 as or in combination with a different line of treatment.

Our projections of both the number of people who have the cancers we are targeting, as well as the size of the patient population subset who are in a position to undergo HSCT, who are likely to relapse and who have the potential to benefit from treatment with eHSCs, or who are in a position to benefit from a companion therapeutic, such as VCAR33, are based on our estimates and data provided to us by third parties. These estimates have been derived from a variety of sources, including scientific literature, surveys of clinics, the National Marrow Donor Program, research facilities, patient foundations or market research and may prove to be incorrect. Further, new studies may change the estimated incidence or prevalence of these cancers. The number of patients may turn out to be fewer than expected.

## [Table of Contents](#)

Additionally, the potentially addressable patient population for VOR33, VCAR33, the VOR33/VCAR33 Treatment System or future product candidates we may develop may be limited, or may not be amenable to treatment with our product candidates. The addressable patient population will ultimately depend upon, among other things, the diagnosis criteria included in the final label, the availability of alternative treatments and the safety, convenience, cost and efficacy of our product candidates relative to such alternative treatments, acceptance by the medical community and patient access, drug pricing and reimbursement.

Even if we obtain significant market share for our product candidates, because the potential target populations are small, we may never achieve significant revenue without obtaining regulatory approval for additional indications or in connection with earlier lines of therapy.

***If product liability lawsuits are brought against us, we may incur substantial liabilities and may be required to limit commercialization of our product candidates.***

We face an inherent risk of product liability exposure related to the testing in human clinical trials of our product candidates and will face an even greater risk if we commercially sell any products that we may develop. For example, we may be sued if our product candidates cause, or are perceived to cause, injury or are found to be otherwise unsuitable during clinical trials, manufacturing, marketing or sale. Any such product liability claims may include allegations of defects in manufacturing, defects in design, a failure to warn of dangers inherent in the product, negligence, strict liability or a breach of warranties. Claims could also be asserted under state consumer protection acts. If we cannot successfully defend ourselves against claims that our product candidates or products caused injuries, we could incur substantial liabilities. Regardless of merit or eventual outcome, liability claims may result in:

- the inability to commercialize any products that we may develop.
- decreased demand for our product candidates or products that we may develop;
- injury to our reputation and significant negative media attention;
- withdrawal of clinical trial participants;
- significant time and costs to defend the related litigation;
- substantial monetary awards to trial participants or patients; and
- loss of revenue.

Although we maintain product liability insurance coverage, it may not be adequate to cover all liabilities that we may incur. We anticipate that we will need to increase our insurance coverage when we begin clinical trials and if we successfully commercialize any product. Insurance coverage is increasingly expensive. We may not be able to maintain insurance coverage at a reasonable cost or in an amount adequate to satisfy any liability that may arise.

***Cell and genetic medicines are novel, and our product candidates are complex and difficult to manufacture. We could experience delays in satisfying regulatory authorities or production problems that result in delays in our development or commercialization programs, limit the supply of our product candidates, or otherwise harm our business.***

Our product candidates require processing steps that are more complex than those required for most chemical and other biological pharmaceuticals. Moreover, unlike chemical and other biological pharmaceuticals, the physical and chemical properties of a gene-engineered cell therapy such as VOR33, VCAR33 or future eHSCs or CAR-T or other cell-based companion therapeutics we may

develop generally cannot be fully characterized. As a result, assays of the finished product candidate may not be sufficient to ensure that the product candidate will perform in the intended manner. Problems with the manufacturing process, even minor deviations from the normal process, could result in product defects or manufacturing failures that result in lot failures, product recalls, product liability claims, insufficient inventory or potentially delay progression of our potential IND filings or clinical trials. If we successfully develop product candidates, we may encounter problems achieving adequate quantities and quality of clinical-grade materials that meet FDA, EMA or other comparable applicable foreign standards or specifications with consistent and acceptable production yields and costs. In addition, our product candidates will require complicated delivery modalities, such as electroporation, which will introduce additional complexities in the manufacturing process. Any of the foregoing factors could limit our ability to replicate the vein-to-vein time achieved in our preclinical manufacturing of VOR33 in a clinical or, if approved, commercial setting.

Our product candidates VOR33 and VCAR33 consist, and any other eHSC or CAR-T or other cell-based companion therapeutics we may develop will consist, of genetically engineered human cells, and the process of manufacturing such product candidates is complex, concentrated with a limited number of suppliers, highly regulated and subject to numerous risks. Manufacturing such product candidates involves harvesting cells from a donor or from the patient, altering the cells *ex vivo* using genome engineering technology, cryopreservation, storage and eventually shipment and infusing the cell product into the patient's body. Our manufacturing process will be susceptible to product loss or failure, or product variation that may negatively impact patient outcomes, due to logistical issues associated with the collection of starting material from the donor, shipping such material to the manufacturing site, shipping the final product back to the clinical trial recipient, preparing the product for administration, infusing the patient with the product, manufacturing issues or different product characteristics resulting from the differences in donor starting materials, variations between reagent lots, interruptions in the manufacturing process, contamination, equipment or reagent failure, improper installation or operation of equipment, vendor or operator error, inconsistency in cell growth and variability in product characteristics. Our manufacturing process, like that of a number of other cell therapy companies, is also characterized by limited numbers of suppliers, and in some cases sole source suppliers, with the manufacturing capabilities and know-how to create or source the materials, such as donor marrow cells and electroporation machines, used in our cell manufacturing. While we pursue multiple sources for the critical components of our manufacturing process, we may not be successful in securing these additional sources at all or on a timely basis. Even minor deviations from normal manufacturing processes could result in reduced production yields, product defects and other supply disruptions. If microbial, viral or other contaminations are discovered in our product candidates or in any of the manufacturing facilities in which products or other materials are made, such manufacturing facilities may need to be closed for an extended period of time to investigate and remedy the contamination. In addition, because VOR33 and VCAR33 are manufactured for each particular patient, we will be required to maintain a chain of identity with respect to materials as they move from the donor or patient to the manufacturing facility, through the manufacturing process and back to the clinical trial recipient. Maintaining a chain of identity is difficult and complex, and failure to do so could result in adverse patient outcomes, loss of product or regulatory action, including withdrawal of our products from the market. Any failure in the foregoing processes could render a batch of product unusable, could affect the regulatory approval of such product candidate, could cause us to incur fines or penalties or could harm our reputation and that of our product candidates.

We may make changes to our manufacturing process for various reasons, such as to control costs, achieve scale, decrease processing time, increase manufacturing success rate or for other reasons. Changes to our process made during the course of clinical development could require us to show the comparability of the product used in earlier clinical phases or at earlier portions of a trial to the product used in later clinical phases or later portions of the trial. Other changes to our manufacturing process made before or after commercialization could require us to show the

comparability of the resulting product to the product candidate used in the clinical trials using earlier processes. Such showings could require us to collect additional nonclinical or clinical data from any modified process prior to obtaining marketing approval for the product candidate produced with such modified process. If such data are not ultimately comparable to that seen in the earlier trials or earlier in the same trial in terms of safety or efficacy, we may be required to make further changes to our process and/or undertake additional clinical testing, either of which could significantly delay the clinical development or commercialization of the associated product candidate, which would materially adversely affect our business, financial condition, results of operations and growth prospects

In addition, the FDA, the EMA and other regulatory authorities may require us to submit samples of any lot of any approved product together with the protocols showing the results of applicable tests at any time. Under some circumstances, the FDA, the EMA or other regulatory authorities may require that we not distribute a lot until the agency authorizes its release. Slight deviations in the manufacturing process, including those affecting quality attributes and stability, may result in unacceptable changes in the product that could result in lot failures or product recalls. Lot failures or product recalls could cause us to delay clinical trials or product launches, which could be costly to us and otherwise harm our business, financial condition, results of operations and prospects.

We also may encounter problems hiring and retaining the experienced scientific, quality control and manufacturing personnel needed to manage our manufacturing process, which could result in delays in our production or difficulties in maintaining compliance with applicable regulatory requirements.

Given the nature of biologics manufacturing, there is a risk of contamination during manufacturing. Any contamination could materially harm our ability to produce product candidates on schedule and could harm our results of operations and cause reputational damage. Some of the raw materials that we anticipate will be required in our manufacturing process are derived from biologic sources. Such raw materials are difficult to procure and may be subject to contamination or recall. A material shortage, contamination, recall or restriction on the use of biologically derived substances in the manufacture of VOR33 or VCAR33 could adversely impact or disrupt the commercial manufacturing or the production of clinical material, which could materially harm our development timelines and our business, financial condition, results of operations and prospects. Also, due to the short time between the collection of donor HSCs, the manufacturing of VOR33 and the shipment to a transplant center for use in HSCT, there are limited opportunities for sterility testing and we anticipate that final testing may occur just before or after the administration VOR33. Any delays in testing may delay administration of VOR33 and any administration prior to testing may result in positive bacterial tests and obligations to notify health authorities.

Any problems in our manufacturing process or the facilities with which we contract could make us a less attractive collaborator for potential partners, including larger pharmaceutical companies and academic research institutions, which could limit our access to additional attractive development programs. Problems in third-party manufacturing process or facilities also could restrict our ability to ensure sufficient clinical material for any clinical trials we may be conducting or are planning to conduct and meet market demand for any product candidates we develop and commercialize.

***The process for treating cancer patients using T cell therapy or other cell-based targeted therapies is subject to human and systemic risks.***

The “vein-to-vein” cycle for treating cancer patients using T cell therapy or other cell-based targeted therapies typically takes approximately four to six weeks and involves a large number of steps and human participants. First, the patient’s lymphocytes are isolated by apheresis at the clinical site and shipped to the manufacturing site. Under cGMP conditions at the manufacturing site, the patient’s

lymphocytes are thawed and washed and then enriched for CD33-positive T cells using specialized reagents. After overnight culture and T cell activation, the T cells are transduced using lentiviral vector transduction technology to introduce the CAR genetic construct into the enriched T cell population. At the completion of T cell transduction, the T cells are harvested, formulated into the final drug product and then cryopreserved for delivery to patients. Similar procedures may be used for other cell-based targeted therapies, such as CAR NK therapy. In the United States, samples of the final product are subjected to several release tests which must fulfill specified criteria for the drug product to be released for infusion. These include sterility, identity, purity, potency and other tests. We are subject to stringent regulatory and quality standards in the course of a T cell therapy treatment process. We cannot assure you that our quality control and assurance efforts will be successful or that the risk of human or systemic errors in these processes can be eliminated.

***Prior treatments can alter the cancer and negatively impact chances for achieving clinical activity with our CAR-T or other cell-based targeted therapies.***

Patients with hematological cancers typically receive highly toxic chemotherapy as their initial treatments that can impact the viability of the T cells collected from the patient and may contribute to highly variable responses to CAR-T or other cell-based targeted therapies. In certain instances, we may use the allogeneic derived T cell fraction from the leukapheresis of the HLA-matched normal healthy donors as the starting material. Like the patient derived T cells, these donor-derived T cells may also display variability that will impact responses to VCAR33 or other cell-based companion therapeutics we may develop. Patients could also have received prior therapies that target the same molecule on the cancer cells as VCAR33 or other cell-based companion therapeutics we may develop and thereby these patients may have cancer cells with low or no expression of the target. As a result, VCAR33 or any other cell-based companion therapeutics we may develop may not recognize the cancer cell and may fail to achieve clinical activity. For example, AML patients could have received a BCMA-targeting antibody drug conjugate BCMA-ADC like GSK2857916, BCMA targeting T cell engagers like AMG-420 (Amgen) and CC-93269 (Bristol-Myers Squibb), or similar products or product candidates prior to receiving VCAR33 or any other cell-based companion therapeutics we may develop. If any product candidates we develop do not achieve a sufficient level of clinical activity, we may discontinue the development of that product candidate, which could have an adverse effect on the value of our common stock.

***Third-party manufacturers and any third-party collaborators may be unable to successfully scale-up manufacturing of VOR33, VCAR33 or future product candidates in sufficient quality and quantity, which would delay or prevent us from developing such product candidates and commercializing approved products, if any.***

In order to conduct clinical trials of VOR33, VCAR33 and any future product candidates we may develop, we will need to work with third-party manufacturers to manufacture them in sufficient quantities. Our manufacturing partners or our third-party collaborators may be unable to successfully increase the manufacturing capacity of VOR33, VCAR33 and other future product candidates in a timely or cost-effective manner, or at all. We expect that each lot of VOR33 and VCAR33 will need to be manufactured for a specific individual patient, and each lot will need to be individually tested and released for that patient. As a result, we may experience limited production capacity and be unable to meet the need of all patients who could benefit from treatment, if approved. In addition, quality issues may arise during scale-up activities. If our manufacturing partners or collaborators are unable to successfully scale up the manufacture of our current or future product candidates in sufficient quality and quantity, the development, testing and clinical trials of that product candidate may be delayed or infeasible, and marketing approval or commercial launch of any resulting product may be delayed or not obtained, which could significantly harm our business.

***We have not yet developed a validated methodology for freezing and thawing large quantities of eHSCs or of VCAR33, which we believe will be required for the storage and distribution of our product candidates.***

We have not demonstrated that eHSCs or VCAR33, when manufactured for late stage clinical studies or at a commercial scale, can be frozen and thawed without damage in a cost-efficient manner and without degradation. We may encounter difficulties not only in developing freezing and thawing methodologies, but also in obtaining the necessary regulatory approvals for using such methodologies in treatment. If we cannot adequately demonstrate similarity of our frozen product to the unfrozen form to the satisfaction of the FDA, we could face substantial delays in our regulatory approvals. If we are unable to freeze eHSCs or VCAR33 or other cell-based companion therapeutics we may develop for shipping purposes, our ability to promote adoption and standardization of our products, as well as achieve economies of scale by centralizing production facilities, will be limited. Even if we are able to successfully freeze and thaw eHSCs or VCAR33 at commercial scale, we will still need to develop a cost-effective and reliable distribution and logistics network, which we may be unable to accomplish. For these and other reasons, we may not be able to manufacture eHSCs, VCAR33 or other cell-based companion therapeutics we may develop at commercial scale or in a cost-effective manner.

***If we or any contract manufacturers and suppliers that we engage 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 and any contract manufacturers and suppliers we engage are subject to numerous federal, state and local environmental, health and safety laws, regulations and permitting requirements, including those governing laboratory procedures; the generation, handling, use, storage, treatment and disposal of hazardous and regulated materials and wastes; the emission and discharge of hazardous materials into the ground, air and water; and employee health and safety. Our operations involve the use of hazardous and flammable materials, including chemicals and biological and radioactive materials. Our operations also produce hazardous waste. 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. Under certain environmental laws, we could be held responsible for costs relating to any contamination at our current or past facilities and at third-party facilities. We also could incur significant costs associated with civil or criminal fines and penalties.

Compliance with applicable environmental laws and regulations may be expensive, and current or future environmental laws and regulations may impair our product development and research efforts. In addition, we cannot entirely eliminate the risk of accidental injury or contamination from these materials or wastes. 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 carry specific biological or hazardous waste insurance coverage, and our property, casualty and general liability insurance policies specifically exclude coverage for damages and fines arising from biological or hazardous waste exposure or contamination. Accordingly, in the event of contamination or injury, we could be held liable for damages or be penalized with fines in an amount exceeding our resources, and our clinical trials or regulatory approvals could be suspended, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

In addition, we may incur substantial costs in order to comply with current or future environmental, health and safety laws, regulations and permitting requirements. For example, our



products are considered to contain genetically modified organisms or cells, which are regulated in different ways depending upon the country in which preclinical research or clinical trials are conducted. These current or future laws, regulations and permitting requirements may impair our research, development or production efforts. Failure to comply with these laws, regulations and permitting requirements also may result in substantial fines, penalties or other sanctions or business disruption, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

Any third-party contract manufacturers and suppliers we engage will also be subject to these and other environmental, health and safety laws and regulations. Liabilities they incur pursuant to these laws and regulations could result in significant costs or an interruption in operations, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

### **Risks Related to Regulatory Review**

***If clinical trials of VOR33, VCAR33, the VOR33/VCAR33 Treatment System or any other product candidates we may identify and develop fail to demonstrate safety and efficacy to the satisfaction of regulatory authorities or do not otherwise produce positive results, we may incur additional costs or experience delays in completing, or ultimately be unable to complete, the development and commercialization of such product candidates.***

Before obtaining marketing approval from regulatory authorities for the sale of VOR33, VCAR33, the VOR33/VCAR33 Treatment System and any other product candidates we identify and develop, we must complete preclinical development and then conduct extensive clinical trials to demonstrate the safety and efficacy 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 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. 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.

We and our collaborators, if any, may experience numerous unforeseen events during, or as a result of, clinical trials that could delay or prevent our ability to receive marketing approval or commercialize any product candidates, including:

- delays in reaching a consensus with regulators on trial design;
- regulators, IRBs, independent ethics committees or scientific review boards may not authorize us or our investigators to commence a clinical trial or conduct a clinical trial at a prospective trial site;
- delays in reaching or failing to reach agreement on acceptable clinical trial contracts or clinical trial protocols with prospective CROs, and clinical trial sites;
- clinical trials of product candidates may produce negative or inconclusive results, and we may decide, or regulators may require us, to conduct additional clinical trials or abandon product development or research programs;
- difficulty in designing well-controlled clinical trials due to ethical considerations which may render it inappropriate to conduct a trial with a control arm that can be effectively compared to a treatment arm;



## [Table of Contents](#)

- difficulty in designing clinical trials and selecting endpoints for diseases that have not been well-studied and for which the natural history and course of the disease is poorly understood;
- the number of patients required for clinical trials of VOR33, VCAR33, the VOR33/VCAR33 Treatment System and any other product candidates we may develop may be larger than we anticipate; enrollment of suitable participants in these clinical trials, which may be particularly challenging for some of the rare genetically defined diseases we are targeting in our most advanced programs, may be delayed or slower than we anticipate; or patients may drop out of these clinical trials 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;
- regulators, IRBs or independent ethics committees may require that we or our investigators suspend or terminate clinical research or clinical trials for various reasons, including noncompliance with regulatory requirements, a finding of undesirable side effects or other unexpected characteristics, or that the participants are being exposed to unacceptable health risks or after an inspection of our clinical trial operations or trial sites;
- the cost of clinical trials may be greater than we anticipate;
- the supply or quality of product candidates or other materials necessary to conduct clinical trials may be insufficient or inadequate, including as a result of delays in the testing, validation, manufacturing and delivery of product candidates to the clinical sites by us or by third parties with whom we have contracted to perform certain of those functions;
- delays in having patients complete participation in a trial or return for post-treatment follow-up;
- clinical trial sites dropping out of a trial;
- selection of clinical endpoints that require prolonged periods of clinical observation or analysis of the resulting data;
- occurrence of serious adverse events associated with product candidates that are viewed to outweigh their potential benefits;
- occurrence of serious adverse events in trials of the same class of agents conducted by other sponsors;
- changes in regulatory requirements and guidance that require amending or submitting new clinical protocols; and
- disruption in the supply or availability of Mylotarg or any future companion therapeutics we use with our eHSCs.

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

- be delayed in obtaining marketing approval for any such product candidates or not obtain marketing approval at all;
- obtain approval for indications or patient populations that are not as broad as intended or desired;
- obtain approval with labeling that includes significant use or distribution restrictions or safety warnings, including boxed warnings;

## [Table of Contents](#)

- be subject to changes in the way the product is administered;
- be required to perform additional clinical trials to support approval or be subject to additional post-marketing testing requirements;
- have regulatory authorities withdraw or suspend their approval of the product or impose restrictions on its distribution in the form of a REMS or through modification to an existing REMS;
- be sued; or
- experience damage to our reputation.

Product development costs will also increase if we or our collaborators experience delays in clinical trials or other testing or in obtaining marketing approvals. We do not know whether any clinical trials will begin as planned, will need to be restructured or will be completed on schedule, or at all. Significant clinical trial delays also could shorten any periods during which we may have the exclusive right to commercialize product candidates, could allow our competitors to bring products to market before we do and could impair our ability to successfully commercialize product candidates, any of which may harm our business, financial condition, results of operations and prospects.

***Even if we complete the necessary clinical trials, we cannot predict when, or if, we will obtain regulatory approval to commercialize VOR33, VCAR33, the VOR33/VCAR33 Treatment System or any other product candidate we may develop in the United States or any other jurisdiction, and any such approval may be for a more narrow indication than we seek.***

We cannot commercialize a product candidate until the appropriate regulatory authorities have reviewed and approved the product candidate. Even if our product candidates meet their safety and efficacy endpoints in clinical trials, the regulatory authorities may not complete their review processes in a timely manner, or we may not be able to obtain regulatory approval. Additional delays may result if an FDA Advisory Committee or other regulatory authority recommends non-approval or restrictions on approval. In addition, we may experience delays or rejections based upon additional government regulation from future legislation or administrative action, or changes in regulatory authority policy during the period of product development, clinical trials and the review process.

Regulatory authorities also may approve a product candidate for more limited indications than requested or they may impose significant limitations in the form of narrow indications, warnings or a REMS. These regulatory authorities may require labeling that includes precautions or contra-indications with respect to conditions of use, or they may grant approval subject to the performance of costly post-marketing clinical trials. In addition, regulatory authorities may not approve the labeling claims that are necessary or desirable for the successful commercialization of our product candidates. Any of the foregoing scenarios could materially harm the commercial prospects for our product candidates and materially adversely affect our business, financial condition, results of operations and prospects.

Marketing approval by the FDA in the United States, if obtained, does not ensure approval by regulatory authorities in other countries or jurisdictions. In addition, clinical trials conducted in one country may not be accepted by regulatory authorities in other countries, and regulatory approval in one country does not guarantee regulatory approval in any other country. Approval processes vary among countries and can involve additional product candidate testing and validation and additional administrative review periods. Seeking foreign regulatory approval could result in difficulties and costs for us and require additional preclinical studies or clinical trials which could be costly and time-consuming. Regulatory requirements can vary widely from country to country and could delay or prevent the introduction of our product candidates we may develop in those countries. The foreign

regulatory approval process involves all of the risks associated with FDA approval. We do not have any product candidates approved for sale in any jurisdiction, including international markets, and we do not have experience in obtaining regulatory approval in international markets. If we fail to comply with regulatory requirements in international markets or to obtain and maintain required approvals, or if regulatory approvals in international markets are delayed, our target market will be reduced and our ability to realize the full market potential of our product candidates will be unrealized.

***Genome engineering technology is subject to a number of challenges and risks. Because genome engineering technology is novel and the regulatory landscape that will govern VOR33, VCAR33, the VOR33/VCAR33 Treatment System and any future product candidates we may develop is uncertain and may change, we cannot predict the time and cost of obtaining regulatory approval, if we receive it at all, for our product candidates.***

Because our product candidates and technology platform involve genome engineering, we are subject to many of the challenges and risks that other genetically engineered biologics and gene therapies face, including:

- regulatory requirements or guidance regarding the requirements governing genome engineering products have changed and may continue to change in the future;
- to date, only a limited number of products that involve genome engineering have been approved globally;
- improper modulation of a gene sequence, including unintended alterations or insertion of a sequence into certain locations in a patient's chromosomes, could lead to cancer, other aberrantly functioning cells or other diseases, as well as death;
- transient expression of the Cas9 protein could lead to patients having an immunological reaction towards those cells, which could be severe or life-threatening;
- corrective expression of a missing protein, or deletion of an existing protein, in patients' cells could result in the protein or cell being recognized as foreign, and lead to a sustained immunological reaction against the expressed protein or expressing cells, which could be severe or life-threatening;
- regulatory agencies may require extended follow-up observation periods of patients who receive treatment using genome engineering products including, for example, the FDA's recommended 15-year follow-up observation period for these patients, and we will need to adopt such observation periods for our product candidates if required by the relevant regulatory agency, which could vary by country or region; and
- the field of genome engineering is subject to a number of intellectual property disputes.

The regulatory requirements that will govern VOR33, VCAR33, the VOR33/VCAR33 Treatment System and any other novel genetically engineered product candidates we develop are not entirely clear and may change. Within the broader genetic medicine field, we are aware of a limited number of gene therapy products that have received marketing authorization from the FDA and the EMA. Even with respect to more established products that fit into the categories of gene therapies or cell therapies, the regulatory landscape is still developing. Regulatory requirements governing gene therapy products and cell therapy products have changed frequently and will likely continue to change in the future. Moreover, there is substantial, and sometimes uncoordinated, overlap in those responsible for regulation of existing gene therapy products and cell therapy products. For example, in the United States, the FDA has established the Office of Tissues and Advanced Therapies (OTAT) within its Center for Biologics Evaluation and Research (CBER) to consolidate the review of gene therapy and related products, and the Cellular, Tissue and Gene Therapies Advisory Committee to advise CBER on

## [Table of Contents](#)

its review. In addition to FDA oversight and oversight by IRBs under guidelines promulgated by the NIH, gene therapy clinical trials are also subject to review and oversight by an institutional biosafety committee (IBC), a local institutional committee that reviews and oversees research utilizing recombinant or synthetic nucleic acid molecules at that institution. Before a clinical study can begin at any institution, that institution's IRB and its IBC assesses the safety of the research and identifies any potential risk to public health or the environment. While the NIH guidelines are not mandatory unless the research in question is being conducted at or sponsored by institutions receiving NIH funding of recombinant or synthetic nucleic acid molecule research, many companies and other institutions not otherwise subject to the NIH guidelines voluntarily follow them. Moreover, serious adverse events or developments in clinical trials of gene therapy product candidates conducted by others may cause the FDA or other regulatory bodies to initiate a clinical hold on our clinical trials or otherwise change the requirements for approval of any of our product candidates. Although the FDA decides whether individual gene therapy protocols may proceed, the review process and determinations of other reviewing bodies can impede or delay the initiation of a clinical trial, even if the FDA has reviewed the trial and approved its initiation. Although the FDA decides whether individual gene therapy protocols may proceed, the review process and determinations of other reviewing bodies can impede or delay the initiation of a clinical trial, even if the FDA has reviewed the trial and approved its initiation.

The same applies in the European Union. The EMA's Committee for Advanced Therapies (CAT) is responsible for assessing the quality, safety and efficacy of advanced-therapy medicinal products. The role of the CAT is to prepare a draft opinion on an application for marketing authorization for a cell or gene therapy or other novel therapeutic medicinal candidate that is submitted to the Committee for Medicinal Products for Human Use (CHMP) before CHMP adopts its final opinion. In the European Union, the development and evaluation of an advanced therapeutic medicinal product must be considered in the context of the relevant European Union guidelines. The EMA may issue new guidelines concerning the development and marketing authorization for these medicinal products and require that we comply with these new guidelines. As a result, the procedures and standards applied to gene and cell therapy products may be applied to VOR33, VCAR33 and any other product candidates we may develop, but that remains uncertain at this point.

Adverse developments in post-marketing experience or in clinical trials conducted by others of gene therapy products, cell therapy products or products developed through the application of a genome engineering technology may cause the FDA, the EMA and other regulatory bodies to revise the requirements for development or approval of VOR33, VCAR33, the VOR33/VCAR33 Treatment System and any other product candidates we may develop or limit the use of products utilizing genome engineering technologies, either of which could materially harm our business. In addition, the clinical trial requirements of the FDA, the EMA and other regulatory authorities and the criteria these regulators use to determine the safety and efficacy of a product candidate vary substantially according to the type, complexity, novelty and intended use and market of the potential products. The regulatory approval process for novel product candidates, such as VOR33 and VCAR33, can be more expensive and take longer than for other, better known or more extensively studied pharmaceutical or other product candidates. Regulatory agencies administering existing or future regulations or legislation may not allow production and marketing of products utilizing genome engineering technology in a timely manner or under technically or commercially feasible conditions. In addition, regulatory action or private litigation could result in expenses, delays or other impediments to our product candidate development, research programs or the commercialization of resulting products.

The regulatory review committees and advisory groups described above and the new 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 these treatment candidates, or lead to significant post-approval limitations or restrictions. Currently, OTAT requires a 15-year follow-up for each patient

who receives a genetically engineered cell or gene therapy. This applies to all patients treated in trials during clinical development prior to approval. Following approval, such prolonged follow-up could continue to be required. As we advance our product candidates and research programs, we will be required to consult with these regulatory and advisory groups and to comply with applicable guidelines. If we fail to do so, we may be required to delay or discontinue development of VOR33, VCAR33, the VOR33/VCAR33 Treatment System and any other product candidates we identify and develop.

***Because we are developing product candidates using new technologies, as well as potential mechanisms of action for which there are few precedents, there is increased risk that the FDA, the EMA or other regulatory authorities may not consider the endpoints of our clinical trials to provide clinically meaningful results and that these results may be difficult to analyze.***

The FDA, EMA and other regulatory authorities typically assess the safety and efficacy of a product with sufficient data to justify marketing authorization. We expect that VOR33 and any other eHSC product candidates we develop will not, by themselves, provide any anti-tumor activity in patients that relapse after HSCT, and that our eHSCs could be effective after patients relapse only when administered in combination or sequence with other therapies. There are few precedents for product candidates with this potential mechanism of action. Furthermore, we are employing genome engineering technologies in the creation of our eHSCs that have not yet been clinically validated. During the regulatory review process, we will need to identify success criteria and endpoints such that the FDA, the EMA or other regulatory authorities will be able to determine the clinical efficacy and safety profile of VOR33, VCAR33, the VOR33/VCAR33 Treatment System and any other product candidates we may develop. As we are initially seeking to identify and develop product candidates to treat diseases using novel methods of action and new technologies, there is heightened risk that the FDA, the EMA or other regulatory authorities may not consider the clinical trial endpoints that we propose to provide clinically meaningful results (reflecting a tangible benefit to patients). In addition, the resulting clinical data and results may be difficult to analyze. Even if the FDA does find our success criteria to be sufficiently validated and clinically meaningful, we may not achieve the pre-specified endpoints to a degree of statistical significance. Further, even if we do achieve the pre-specified criteria, we may produce results that are unpredictable or inconsistent with the results of the non-primary endpoints or other relevant data. The FDA also weighs the benefits of a product against its risks, and the FDA may view the efficacy results in the context of safety as not being supportive of regulatory approval. Other regulatory authorities in the European Union and other countries may make similar comments with respect to these endpoints and data. VOR33 and VCAR33 are, and any other product candidates we may develop will be, based on a novel technology that makes it difficult to predict the time and cost of development and of subsequently obtaining regulatory approval.

***Interim “top-line” and preliminary results from our clinical trials that we may announce or publish from time to time may change as more patient data become available and are subject to audit and verification procedures that could result in material changes in the final data.***

From time to time, we may publish interim top-line or preliminary results from our preclinical studies and clinical trials, which are based on a preliminary analysis of then-available data, and the results and related findings and conclusions are subject to change following a more comprehensive review of the data related to the particular study or trial. Interim results from clinical trials that we may complete 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 results 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. Differences between preliminary or interim data and final data could significantly harm our business prospects and may cause the trading price of our common stock to fluctuate significantly.

## [Table of Contents](#)

Further, others, including regulatory agencies, may not accept or agree with our assumptions, estimates, calculations, conclusions or analyses or may interpret or weigh the importance of data differently, which could impact the value of the particular program, the approvability or commercialization of the particular product candidate or product and our company in general. In addition, the information we choose to publicly disclose regarding a particular study or clinical trial is based on what is typically extensive information, and investors or others may not agree with what we determine is material or otherwise appropriate information to include in our disclosure, and any information we determine not to disclose may ultimately be deemed significant with respect to future decisions, conclusions, views, activities or otherwise regarding a particular product, product candidate or our business. If the interim, topline or preliminary data that we report differ from actual results, or if others, including regulatory authorities, disagree with the conclusions reached, our ability to obtain approval for, and commercialize, our product candidates may be harmed, which could harm our business, operating results, prospects or financial condition.

***If we experience delays or difficulties in the enrollment of patients in clinical trials, the cost of developing product candidates could increase and our receipt of necessary regulatory approvals could be delayed or prevented.***

Patient enrollment is a significant factor in the timing of clinical trials. The timing of our clinical trials depends, in part, on the speed at which we can recruit patients to participate in our trials. We or our collaborators may not be able to initiate or continue clinical trials for VOR33, VCAR33, the VOR33/VCAR33 Treatment System or any other product candidates we identify or develop if we are unable to locate and enroll a sufficient number of eligible patients to participate in these trials as required by the FDA, the EMA or other analogous regulatory authorities outside the United States, or as needed to provide appropriate statistical power for a given trial. Patients may be unwilling to participate in our clinical trials because of negative publicity from adverse events related to the biotechnology, gene therapy or genome engineering fields, competitive clinical trials for similar patient populations, clinical trials in competing products or for other reasons. As a result, the timeline for recruiting patients, conducting trials and obtaining regulatory approval of product candidates be delayed.

Patient enrollment is also affected by other factors, including:

- severity of the disease under investigation;
- size of the patient population and process for identifying patients;
- design of the trial protocol;
- availability and efficacy of approved medications for the disease under investigation;
- availability of genetic testing for potential patients;
- ability to obtain and maintain patient informed consent;
- risk that enrolled patients will drop out before completion of the trial;
- eligibility and exclusion criteria for the trial in question;
- perceived risks and benefits of the product candidate under trial;
- perceived risks and benefits of genome engineering as a treatment approach;
- perceived risks and benefits of the companion therapeutics that may be administered in combination or in sequence with VOR33;
- efforts to facilitate timely enrollment in clinical trials;

## [Table of Contents](#)

- potential disruptions caused by the COVID-19 pandemic, including difficulties in initiating clinical sites, enrolling and retaining participants, diversion of healthcare resources away from clinical trials, travel or quarantine policies that may be implemented, and other factors;
- patient referral practices of physicians;
- ability to monitor patients adequately during and after treatment;
- proximity and availability of clinical trial sites for prospective patients, especially for those conditions which have small patient pools;
- the requirement for HSCT to be performed in centers that specialize in this procedure; and
- changes to diagnostic technologies, methodologies or criteria used to identify HSCT patients at high risk for relapse.

Enrollment delays in our clinical trials may result in increased development costs for VOR33, VCAR33, the VOR33/VCAR33 Treatment System or any other product candidates we may develop, which would cause the value of our company to decline and limit our ability to obtain additional financing. If we or our collaborators have difficulty enrolling a sufficient number of patients to conduct our clinical trials as planned, we may need to delay, limit or terminate ongoing or planned clinical trials, any of which would have an adverse effect on our business, financial condition, results of operations and prospects.

***If we are unable to successfully identify patients who are likely to benefit from our product candidates, or experience significant delays in doing so, we may not realize the full commercial potential of VOR33, VCAR33, the VOR33/VCAR33 Treatment System or any other product candidates we may develop.***

VOR33 and any other eHSCs we may develop will require identification of patients that are likely to benefit from administration of our genetically engineered cells in combination with a companion therapeutic. In addition, VCAR33 and any other companion therapeutic we develop will require identification of patients with myeloid malignancies that express specific surface targets. If we, or any third parties that we engage to assist us, are unable to successfully identify such patients or experience delays in doing so, then:

- our ability to develop any product candidates may be adversely affected if we are unable to appropriately select patients for enrollment in our clinical trials; and
- we may not realize the full commercial potential of any product candidates we develop that receive marketing approval if, among other reasons, we are unable to appropriately select patients who are likely to benefit from administration of our genetically engineered cells.

Any product candidates we develop may require use of a companion diagnostic to identify patients who are likely to benefit from genetically engineered cell treatment. If safe and effective use of any of our product candidates depends on a companion diagnostic, we may not receive marketing approval, or marketing approval may be delayed, if we are unable to or are delayed in developing, identifying or obtaining regulatory approval or clearance for the companion diagnostic product for use with our product candidate. Identifying a manufacturer of the companion diagnostic and entering into an agreement with the manufacturer could also delay the development of our product candidates.

As a result of these factors, we may be unable to successfully develop and realize the commercial potential of VOR33, VCAR33, the VOR33/VCAR33 Treatment System and any other product candidates we may identify and develop, and our business, financial condition, results of operations and prospects would be materially adversely affected.



***We may seek Fast Track designation for some or all of our product candidates. We may not receive such designation, and even for those product candidates for which we do, it may not lead to a faster development or regulatory review or approval process, and will not increase the likelihood that product candidates will receive marketing approval.***

We may seek Fast Track designation and review for some or all of our other product candidates. If a drug or biologic is intended for the treatment of a serious or life-threatening condition or disease, and nonclinical or clinical data demonstrate the potential to address an unmet medical need, the product may qualify for FDA fast track designation, for which sponsors must apply. The FDA has broad discretion whether or not to grant this designation. Thus, even if we believe a particular product candidate is eligible for this designation, the FDA may decide not to grant it. Moreover, even if we do receive Fast Track designation, we or our collaborators may not experience a faster development process, review or approval compared to conventional FDA procedures. In addition, the FDA may withdraw Fast Track designation if it believes that the designation is no longer supported by data from our clinical development program.

#### **Risks Related to Our Relationships with Third Parties**

***We rely on third parties for some aspects of our research and preclinical testing, and we expect to rely on third parties to conduct our clinical trials, and those third parties may not perform satisfactorily, including failing to meet deadlines for the completion of such trials, research or testing.***

We rely on third parties to conduct some aspects of our research and preclinical testing, and we expect to rely on third parties, such as CROs, clinical data management organizations, medical institutions such as HSCT centers, and clinical investigators, to conduct our clinical trials. Any of these third parties may terminate their engagements with us at any time under certain criteria. If we need to enter into alternative arrangements, it may delay our product development activities.

Our reliance on these third parties for research and development and clinical activities will reduce our control over these activities but will not relieve us of our responsibilities. For example, we will remain responsible for ensuring that each of our clinical trials is conducted in accordance with the general investigational plan and protocols for the trial. Moreover, the FDA, EMA and other regulatory authorities require us to comply with standards, commonly referred to as Good Clinical Practices, for conducting, recording and reporting the results of clinical trials to assure that data and reported results are credible and accurate and that the rights, integrity and confidentiality of trial participants are protected. In the United States, 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 intend to design the future clinical trials for VOR33, VCAR33, the VOR33/VCAR33 Treatment System and other product candidates we may develop, CROs will conduct some or all of the clinical trials. As a result, many important aspects of our development programs, including their conduct and timing, will be outside of our direct control. Our reliance on third parties to conduct future preclinical studies and clinical trials will also result in less direct control over the management of data developed through preclinical studies and 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;



## [Table of Contents](#)

- 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 preclinical studies and clinical trials and may subject us to unexpected cost increases that are beyond our control. If the CROs and other third parties do not perform preclinical studies and future 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 programs may be materially and irreversibly harmed. If we are unable to rely on preclinical and clinical data collected by our CROs and other third parties, we could be required to repeat, extend the duration of or increase the size of any preclinical studies or clinical trials we conduct and this could significantly delay commercialization and require greater expenditures.

Moreover, principal investigators for our clinical trials may serve as scientific advisors or consultants to us from time to time and receive compensation in connection with such services. Under certain circumstances, we may be required to report some of these relationships to the FDA or comparable foreign regulatory authorities. The FDA or comparable foreign regulatory authority may conclude that a financial relationship between us and a principal investigator has created a conflict of interest or otherwise affected interpretation of the trial. The FDA or comparable foreign regulatory authority may therefore question the integrity of the data generated at the applicable clinical trial site and the utility of the clinical trial itself may be jeopardized. This could result in a delay in approval, or rejection, of our marketing applications by the FDA or comparable foreign regulatory authority, as the case may be, and may ultimately lead to the denial of marketing approval of our product candidates.

We also expect to rely on other third parties to store and distribute drug supplies for our clinical trials. Any performance failure on the part of our distributors could delay clinical development or marketing approval of our product candidates or commercialization of our products, producing additional losses and depriving us of potential product revenue.

***We contract with third parties for the manufacture and supply of materials for development of our product candidates and advancement of our current clinical trial, as well as our research programs and preclinical studies, and we expect to continue to do so for future clinical trials and for commercialization of VOR33, VCAR33, the VOR33/VCAR33 Treatment System and any other product candidates we may develop. This reliance on third parties increases the risk that we will not have sufficient quantities of such materials, product candidates or any products that we may develop and commercialize, or that such supply will not be available to us at an acceptable cost, which could delay, prevent or impair our development or commercialization efforts.***

We do not have any manufacturing facilities at the present time. We currently rely on third-party manufacturers, pharmaceutical companies and marrow donor programs, including certain single source suppliers, for the manufacture and supply of our materials for preclinical studies, and expect to continue to do so for future clinical testing and for commercial supply of VOR33, VCAR33, the VOR33/VCAR33 Treatment System and any other product candidates that we may develop and for which we or our collaborators obtain marketing approval. We do not have a long-term agreement with many of these third-party manufacturers or suppliers, and we frequently purchase our required supply on a purchase order basis. We may be unable to establish any agreements with third-party manufacturers or suppliers or to do so on acceptable terms. Even if we are able to establish

agreements with third-party manufacturers or suppliers, reliance on third-party manufacturers entails additional risks, including:

- the possible breach of the manufacturing or supply agreement by the third party;
- the possible termination or nonrenewal of the agreement by the third party at a time that is costly or inconvenient for us; and
- reliance on the third party for regulatory compliance, quality assurance, safety and pharmacovigilance and related reporting.

Third-party manufacturers may not be able to comply with cGMP regulations or similar regulatory requirements outside the United States. Our failure, or the failure of our third-party manufacturers or suppliers, to comply with applicable regulations could result in sanctions being imposed on us, including fines, injunctions, civil penalties, delays, suspension or withdrawal of approvals, license revocations, seizures or recalls of product candidates or products, operating restrictions and criminal prosecutions, any of which could significantly and adversely affect supplies of our products and harm our business, financial condition, results of operations and prospects.

Our product candidates may compete with other product candidates and products for access to manufacturing facilities and other supplies. There are a limited number of manufacturers that operate under cGMP regulations and that might be capable of manufacturing for us. Also, prior to the approval of our product candidates, we would need to identify a contract manufacturer that could produce our products at a commercial scale and that could successfully complete FDA pre-approval inspection and inspections by other health authorities. Agreements with such manufacturers or suppliers may not be available to us at the time we would need to have that capability and capacity.

Any performance failure on the part of our existing or future manufacturers or suppliers, or any decision by a manufacturer or supplier to remove its products from the market or restrict access to its products, could delay clinical development or marketing approval. We do not currently have arrangements in place for redundant or guaranteed supply for many of the materials we currently use in our preclinical studies and expect to use in our clinical development programs, including for the supply of Mylotarg, donor blood cells, certain apheresis reagents and electroporation machines, and we may have difficulty or be unable to establish alternative sources of these materials. In addition, if any of the manufacturers with whom we have a contractual agreement cannot perform as agreed, we may be required to replace that manufacturer. Although we believe that there are several potential alternative manufacturers who could replace our contract 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 and the materials used in our clinical trials may adversely affect our future profit margins and our ability to commercialize any products that receive marketing approval on a timely and competitive basis.

***We may enter into collaborations with third parties for the research, development and commercialization of certain product candidates we may develop. If any such collaborations are not successful, we may not be able to capitalize on the market potential of those product candidates.***

We may seek third-party collaborators for the research, development and commercialization of certain product candidates we may develop. If we enter into any such arrangements with any third parties, we will likely have limited control over the amount and timing of resources that our collaborators dedicate to the development or commercialization our product candidates. Our ability to

## [Table of Contents](#)

generate revenues from these arrangements will depend on our collaborators' abilities to successfully perform the functions assigned to them in these arrangements. We cannot predict the success of any collaboration that we enter into.

Collaborations involving our current or future product candidates or research programs pose numerous risks to us, including the following:

- Collaborators have significant discretion in determining the efforts and resources that they will apply to these collaborations.
- Collaborators may not pursue development and commercialization of our product candidates or may elect not to continue or renew development or commercialization programs based on clinical trial results, changes in the collaborator's strategic focus or available funding or external factors such as an acquisition that diverts resources or creates competing priorities.
- Collaborators may delay clinical trials, provide insufficient funding for a clinical trial program, stop a clinical trial or abandon a product candidate, repeat or conduct new clinical trials or require a new formulation of a product candidate for clinical testing.
- Collaborators could independently develop, or develop with third parties, products that compete directly or indirectly with our product candidates if the collaborators believe that competitive products are more likely to be successfully developed or can be commercialized under terms that are more economically attractive than ours.
- Collaborators with marketing and distribution rights to one or more products may not commit sufficient resources to the marketing and distribution of such products.
- Collaborators may not properly obtain, maintain, enforce or defend our intellectual property or proprietary rights or may use our proprietary information in such a way as to invite litigation that could jeopardize or invalidate our proprietary information or expose us to potential litigation.
- Disputes may arise between the collaborators and us that result in the delay or termination of the research, development or commercialization of our products or product candidates or that result in costly litigation or arbitration that diverts management attention and resources.
- We may lose certain valuable rights under circumstances identified in our collaborations, including if we undergo a change of control.
- Collaborations may be terminated and, if terminated, may result in a need for additional capital to pursue further development or commercialization of the applicable product candidates we may develop.
- Collaboration agreements may not lead to development or commercialization of product candidates in the most efficient manner or at all. If a present or future collaborator of ours were to be involved in a business combination, the continued pursuit and emphasis on our product development or commercialization program under such collaboration could be delayed, diminished or terminated.

If our collaborations do not result in the successful development and commercialization of product candidates, or if one of our collaborators terminates its agreement with us, we may not receive any future research funding or milestone or royalty payments under the collaboration. If we do not receive the funding we expect under these agreements, our development of product candidates could be delayed, and we may need additional resources to develop product candidates. In addition, if one of our collaborators terminates its agreement with us, we may find it more difficult to find a suitable replacement collaborator or attract new collaborators, and our development programs may be delayed or the perception of us in the business and financial communities could be adversely affected. All of the risks relating to product development, regulatory approval and commercialization described in this prospectus apply to the activities of our collaborators.

## [Table of Contents](#)

These relationships, or those like them, may require us to incur non-recurring and other charges, increase our near- and long-term expenditures, issue securities that dilute our existing stockholders, or disrupt our management and business. In addition, we could face significant competition in seeking appropriate collaborators, and the negotiation process is time-consuming and complex. Our ability to reach a definitive collaboration agreement 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 several factors. If we license rights to VOR33, VCAR33, the VOR33/VCAR33 Treatment System or any other product candidates we may develop, we may not be able to realize the benefit of such transactions if we are unable to successfully integrate them with our existing operations and company culture.

***If we are not able to establish collaborations on commercially reasonable terms, we may have to alter our development and commercialization plans.***

Our product development and research programs and the potential commercialization of VOR33, VCAR33, the VOR33/VCAR33 Treatment System or any other product candidates we may develop will require substantial additional cash to fund expenses. For some of the product candidates we may develop, we may decide to collaborate with other pharmaceutical and biotechnology companies for the development and potential commercialization of those product candidates.

We would 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, the EMA 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.

We may also be restricted under existing 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 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 develop product candidates or bring them to market and generate product revenue.

## Risks Related to Our Intellectual Property

***We are highly dependent on intellectual property licensed from third parties and termination of any of these licenses could result in the loss of significant rights, which would harm our business.***

In April 2016, we entered into a license agreement with Columbia University (Columbia) pursuant to which we were granted an exclusive, worldwide license to certain intellectual property rights owned or controlled by Columbia, including patents, patent applications, proprietary information, know-how and other intellectual property related to the inhibition of lineage-specific antigens, to develop, commercialize and sell one or more products in any field of use, including related to eHSCs.

In addition, in October 2020, we entered into a license agreement with the National Cancer Institute (NCI), pursuant to which we were granted an exclusive, worldwide license to certain intellectual property rights owned or controlled by NCI, including patents, patent applications, proprietary information, know-how and other intellectual property related to anti-CD33 CAR-T therapies, to develop, commercialize and sell one or more products for the prophylaxis or treatment of CD33-expressing hematological malignancies, including AML and other myeloid malignancies.

We are dependent on the patents, know-how and proprietary technology, licensed from Columbia and NCI for the development and, if approved, commercialization of VOR33 and VCAR33, respectively. Any termination of these licenses, or a finding that such intellectual property lacks legal effect, could result in the loss of significant rights and could harm our ability to commercialize our current or future product candidates.

Each of the Columbia license agreement and the NCI license agreement imposes certain obligations on us, including obligations to use diligent efforts to meet development thresholds and payment obligations. Non-compliance with such obligations may result in termination of the respective license agreement or in legal and financial consequences. If either Columbia or NCI terminates its respective license agreement, we may not be able to develop, commercialize or sell VOR33, VCAR33, the VOR33/VCAR33 Treatment System or any other product candidates covered by these agreements. Such an occurrence could materially adversely affect the value of the product candidate being developed under any such agreement or using rights granted under such agreement. Termination of our license agreements or reduction or elimination of our rights under them may result in our having to negotiate a new or reinstated agreement, which may not be available to us on equally favorable terms, or at all, which may mean we are unable to develop, commercialize or sell the affected product candidate or may cause us to lose our rights under the agreement.

In addition, our licensors may make decisions in prosecuting, maintaining, enforcing and defending any licensed intellectual property rights, for example, any licensed patents or patent applications, that may not be in our best interest. Moreover, if our licensors take any action with respect to any licensed intellectual property rights, for example, any licensed patents or patent applications, that results in a successful challenge to the licensed intellectual property by a third party, such patents may be invalidated or held to be unenforceable, and we may lose our rights under such patents, which could materially harm our business.

Further, the agreements under which we currently license intellectual property from third parties are complex, and certain provisions in such agreements may be susceptible to multiple interpretations. Accordingly, disputes may arise between us and our licensors regarding intellectual property subject to a license agreement, including those relating to:

- the scope of rights, if any, granted under the license agreement and other interpretation-related issues;

## [Table of Contents](#)

- whether and the extent to which our technology and processes infringe on intellectual property of the licensor that is not subject to the license agreement;
- whether our licensor or its licensor had the right to grant the license agreement;
- whether third parties are entitled to compensation or equitable relief, such as an injunction, for our use of the intellectual property without their authorization;
- our right to sublicense patent and other rights to third parties under collaborative development relationships;
- whether we are complying with our obligations with respect to the use of the licensed technology in relation to our development and commercialization of product candidates;
- our involvement in the prosecution and enforcement of the licensed patents and our licensors' overall patent prosecution and enforcement strategy;
- the allocation of ownership of inventions and know-how resulting from the joint creation or use of intellectual property by our licensors and by us and any future partners or collaborators; and
- the amounts of royalties, milestones or other payments due under the license agreement.

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.

If disputes over intellectual property that we have licensed prevent or impair our ability to maintain our current licensing arrangements on acceptable terms, or are insufficient to provide us the necessary rights to use the intellectual property, we may be unable to successfully develop and commercialize the affected product candidates.

If we or any of our licensors fail to adequately protect this intellectual property, our ability to commercialize our products could suffer. Any disputes with our licensors or any termination of the licenses on which we depend could have a material adverse effect on our business, financial condition, results of operations and prospects.

### ***Our commercial success depends on our ability to obtain, maintain and protect our intellectual property and proprietary technology.***

Our commercial success depends in large part on our ability to obtain, maintain and protect intellectual property rights through patents, trademarks and trade secrets in the United States and other countries with respect to our proprietary product candidates. If we do not adequately protect our intellectual property rights, competitors may be able to erode, negate or preempt any competitive advantage we may have, which could harm our business and ability to achieve profitability.

To protect our proprietary position, we own and have in-licensed certain intellectual property rights, including certain issued patents and patent applications, and have filed and may file provisional and non-provisional patent applications in the United States or abroad related to our product candidates that are important to our business. Provisional patent applications are not eligible to become issued patents until, among other things, we file a non-provisional patent application within 12 months of the filing of one or more of our related provisional patent applications. 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 patent applications relating to our provisional patent applications, we cannot predict whether any such patent applications will result in the issuance

## [Table of Contents](#)

of patents that provide us with any competitive advantage. Moreover, the patent application and approval process is expensive and time-consuming. We may not be able to file and prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner.

The patent application, prosecution, and enforcement processes are subject to numerous risks and uncertainties, and there can be no assurance that we, our licensors, or any of our future collaborators will be successful in protecting our product candidates by obtaining, defending, and/or asserting patent rights. These risks and uncertainties include the following:

- the USPTO and various foreign governmental patent agencies require compliance with a number of procedural, documentary, fee payment and other provisions during the patent process. There are situations in which noncompliance can result in abandonment or lapse of a patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. In such an event, competitors might be able to enter the market earlier than would otherwise have been the case;
- patent applications may not result in any patents being issued;
- patents that may be issued or in-licensed may be challenged, invalidated, modified, revoked, circumvented, found to be unenforceable or otherwise may not provide any competitive advantage;
- our competitors, many of whom have substantially greater resources and many of whom have made significant investments in competing technologies, may seek or may have already obtained patents that will limit, interfere with or eliminate our ability to make, use, and sell our potential product candidates;
- there may be significant pressure on the U.S. government and international governmental bodies to limit the scope of patent protection both inside and outside the United States for disease treatments that prove successful, as a matter of public policy regarding worldwide health concerns; and
- countries other than the United States may have patent laws less favorable to patentees than those upheld by U.S. courts, allowing foreign competitors a better opportunity to create, develop and market competing product candidates.

In some instances, agreements through which we license intellectual property rights may not give us control over patent prosecution or maintenance, so that we may not be able to control which claims or arguments are presented, how claims are amended, and may not be able to secure, maintain, or successfully enforce necessary or desirable patent protection from those patent rights. We have not had and do not have primary control over patent prosecution and maintenance for certain of the patents and patent applications we license, including under our license agreements with Columbia and NCI, and therefore cannot guarantee that these patents and applications will be prosecuted or maintained in a manner consistent with the best interests of our business. We cannot be certain that patent prosecution and maintenance activities by our licensors have been or will be conducted in compliance with applicable laws and regulations or will result in valid and enforceable patents.

Moreover, some of our in-licensed patents and patent applications may be, and some of our future owned and licensed patents may be, co-owned with third parties. If we are unable to obtain an exclusive license to any such third-party co-owners' interest in such patents or patent applications, such co-owners may be able to license their rights to other third parties, including our competitors, and our competitors could market competing products and technology. In addition, we may need the cooperation of any such co-owners of our patents in order to enforce such patents against third parties, and such cooperation may not be provided to us.

***The patent protection we obtain for our product candidates may not be sufficient to provide us with any competitive advantage or our patents may be challenged.***

Our owned and licensed patents and pending patent applications, if issued, may not provide us with any meaningful protection or may not prevent competitors from designing around our patent claims to circumvent our patents by developing similar or alternative technologies or therapeutics 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 falls outside the scope of our patent protection or license rights. 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. Currently, a significant portion of our patents and patent applications are in-licensed, though similar risks would apply to any patents or patent applications that we now own or may own or in-license in the future.

It is possible that defects of form in the preparation or filing of our patents or patent applications may exist, or may arise in the future, for example with respect to proper priority claims, inventorship, claim scope, or requests for patent term adjustments. If we or our partners, collaborators, licensees, or licensors, whether current or future, fail to establish, maintain or protect such patents and other intellectual property rights, such rights may be reduced or eliminated. If our partners, collaborators, licensees, or licensors, are not fully cooperative or disagree with us as to the prosecution, maintenance or enforcement of any patent rights, such patent rights could be compromised. If there are material defects in the form, preparation, prosecution, or enforcement of our patents or patent applications, such patents may be invalid and/or unenforceable, and such applications may never result in valid, enforceable patents. Any of these outcomes could impair our ability to prevent competition from third parties, which may have an adverse impact on our business.

In addition, the determination of patent rights with respect to clinical compositions of matter and treatment methods commonly involves complex legal and factual questions, which are dependent upon the current legal and intellectual property context, extant legal precedent and interpretations of the law by individuals. As a result, the issuance, scope, validity, enforceability and commercial value of our patent rights are characterized by uncertainty.

Changes in either the patent laws or interpretation of the patent laws in the United States and other countries may diminish the value of our patents or narrow the scope of our patent protection. In addition, the laws of foreign countries may not protect our rights to the same extent or in the same manner as the laws of the United States. For example, patent laws in various jurisdictions, including significant commercial markets such as Europe, restrict the patentability of methods of treatment of the human body more than U.S. law does. If these changes were to occur, they could have a material adverse effect on our ability to generate revenue.

Pending patent applications cannot be enforced against third parties practicing the technology claimed in such applications unless and until a patent issues from such applications. Assuming the other requirements for patentability are met, currently, the first party to file a patent application is generally entitled to the patent. However, prior to March 16, 2013, in the United States the first party to invent was entitled to the patent. Publications of discoveries in the scientific literature often lag behind the actual discoveries, and patent applications in the United States and other jurisdictions are not published until 18 months after filing, or in some cases not at all. Therefore, we cannot be certain that we were the first to make the inventions claimed in our patents or pending patent applications, or that we were the first to file for patent protection of such inventions. Similarly, we cannot be certain that parties from whom we do or may license or purchase patent rights were the first to make relevant claimed inventions, or were the first to file for patent protection for them. If third parties have filed prior



## [Table of Contents](#)

patent applications on inventions claimed in our patents or applications that were filed on or before March 15, 2013, an interference proceeding in the United States can be initiated by such third parties to determine who was the first to invent any of the subject matter covered by the patent claims of our applications. If third parties have filed such prior applications after March 15, 2013, a derivation proceeding in the United States can be initiated by such third parties to determine whether our invention was derived from theirs.

Moreover, because the issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, our owned and licensed patents or pending patent applications may be challenged in the courts or patent offices in the United States and abroad. There is no assurance that all of the potentially relevant prior art relating to our patents and patent applications has been found. If such prior art exists, it may be used to invalidate a patent, or may prevent a patent from issuing from a pending patent application. For example, such patent filings may be subject to a third-party submission of prior art to the U.S. Patent and Trademark Office (the USPTO), or to other patent offices around the world. Alternately or additionally, we may become involved in post-grant review procedures, oppositions, derivation proceedings, ex parte reexaminations, inter partes review, supplemental examinations, or interference proceedings or challenges in district court, in the United States or in various foreign patent offices, including both national and regional, challenging patents or patent applications in which we have rights, including patents on which we rely to protect our business. An adverse determination in any such challenges may result in loss of the patent or in patent claims being narrowed, invalidated or held unenforceable, in whole or in part, or in denial of the patent application or loss or reduction in the scope of one or more claims of the patent application, any of which could limit our ability to stop others from using or commercializing similar or identical technology and products, or limit the duration of the patent protection of our technology and products. In addition, 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.

Issued patents that we have or may obtain or license may not provide us with any meaningful protection, prevent competitors from competing with us or otherwise provide us with any competitive advantage. Our competitors may be able to circumvent our patents by developing similar or alternative technologies or products in a non-infringing manner. Our competitors may also seek approval to market their own products similar to or otherwise competitive with our products. Alternatively, our competitors may seek to market generic versions of any approved products, for example, by submitting a Section 351(k) BLA to the FDA, or pursue similar strategies in the United States or other jurisdictions, in which they claim that patents owned or licensed by us are invalid, unenforceable or not infringed. In these circumstances, we may need to defend or assert our patents, or both, including by filing lawsuits alleging patent infringement. In any of these types of proceedings, a court or other agency with jurisdiction may find our patents invalid or unenforceable, or that our competitors are competing in a non-infringing manner. Thus, even if we have valid and enforceable patents, these patents still may not provide protection against competing products or processes sufficient to achieve our business objectives. Any of the foregoing could have a material adverse effect on our business, financial condition, results of operations and prospects.

Other parties have developed or may develop technologies that may be related to or competitive with our approach, and may have filed or may file patent applications and may have been issued or may be issued patents with claims that overlap or conflict with our patent applications, either by claiming the same materials, formulations or methods, or by claiming subject matter that could dominate our patent position. In addition, certain parts or all of the patent portfolios licensed to us are, or may be, licensed to third parties and such third parties may have or may obtain certain enforcement rights. If the scope of the patent protection we or our licensors obtain is not sufficiently broad, we may not be able to prevent others from developing and commercializing technology and products similar or identical to ours. The degree of patent protection we require to successfully compete in the

marketplace 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 licensed patents have, or that any of our pending owned or licensed patent applications that mature into issued patents will include, claims with a scope sufficient to protect our product candidates or otherwise provide any competitive advantage, nor can we provide any assurance that our licenses will remain in force.

***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 trade secret protection, know-how and continuing technological innovation to develop and maintain our competitive position. We seek to protect our proprietary technology and processes, in part, by entering into confidentiality agreements with our contractors, collaborators, scientific advisors, employees and consultants and invention assignment agreements with our consultants and employees. However, we may not obtain these agreements in all circumstances, and individuals with whom we have these agreements may not comply with their terms. The assignment of intellectual property rights under these agreements may not be self-executing or the assignment agreements may be breached, and we may be forced to bring claims against third parties, or defend claims that they may bring against us, to determine the ownership of what we regard as our intellectual property. In addition, 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 despite the existence 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 contractors, 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. As a result, we could lose our trade secrets. Enforcing a claim against a third party that 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 or unwilling to protect trade secrets. Any of the foregoing could have a material adverse effect on our business, financial condition, results of operations, and prospects.

Moreover, our trade secrets could otherwise become known or be independently discovered by our competitors or other third parties. Competitors and other third parties could 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 or other third party, 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 or sufficient to provide an advantage over our competitors, our competitive position could be adversely affected, as could our business. Additionally, if the steps taken to maintain our trade secrets are deemed inadequate, we may have insufficient recourse against third parties for misappropriating our trade secrets.

***We may not be successful in acquiring or in-licensing necessary rights to key technologies underlying VOR33, VCAR33, the VOR33/VCAR33 Treatment System or any future product candidates we may develop.***

We currently have rights to intellectual property, through licenses from third parties, to develop VOR33, VCAR33, the VOR33/VCAR33 Treatment System and other eHSCs, and we expect to seek to expand our intellectual property footprint related to our product candidate pipeline in part by in-licensing the rights to key technologies. The future growth of our business will depend in part on our

## [Table of Contents](#)

ability to in-license or otherwise acquire the rights to develop additional product candidates and technologies. Although we have succeeded in licensing technologies from third party licensors, including Columbia and NCI, in the past, we can give no assurance that we will be able to in-license or acquire the rights to other technologies relevant to our product candidates from third parties on acceptable terms or at all.

In order to market our product candidates, we may find it necessary or prudent to obtain licenses from such third party intellectual property holders. However, it may be unclear who owns the rights to intellectual property we wish to obtain, or we may be unable to secure such licenses or otherwise acquire or in-license intellectual property rights from third parties that we identify as necessary for product candidates we may develop and technology we employ. For example, we employ a range of genome engineering technologies that are owned by third parties in our preclinical studies, as well as to manufacture the supply of eHSCs or other cell therapies used for clinical trials and, if approved, for commercialization of our product candidates. In particular, we rely on, and will continue to rely on, CRISPR-Cas9 genome engineering technology to create VOR33. We currently conduct our preclinical research and clinical trials under 35 U.S.C. § 271(e)(1), which provides a safe harbor from patent infringement for uses of patented technology reasonably related to the development and submission of information under a federal law which regulates the manufacture, use, or sale of drugs. However, prior to commercializing any product candidates that rely on genome engineering technology owned by third parties, including VOR33, we will be required to obtain a license to that technology covering our field of use. While genome engineering technology licenses, including for the CRISPR-Cas9 technology, have a very limited history, we believe companies typically secure commercial licenses for these technologies in the later stages of clinical development, in anticipation of the expiration of the safe harbor under federal law. While we are aware of both exclusive and non-exclusive licenses being granted for these technologies, we are not aware of any exclusive licenses covering the engineering of eHSCs. However, it is possible that such licenses exist, or will be granted to third parties in the future, and we may be unable to secure a license for our field of use on commercially reasonable terms or at all.

Numerous patents and patent applications directed to genome engineering technology have been filed by third parties. For example, we are aware of a number of patents and patent applications by the University of California, the University of Vienna, and Emmanuelle Charpentier; the Eli and Edythe L. Broad Institute; the Massachusetts Institute of Technology; the Presidents and Fellows of Harvard College; Sigma-Aldrich Co.; Novartis AG; Vilnius University; Agilent Technologies, Inc.; Cellectis; Sangamo Therapeutics, Inc; The Trustees of Princeton University; Miltenyi Biotec GmbH; Amgen Research (Munich) GmbH; and the University of Pennsylvania, among others. The intellectual property space related to genome engineering, particularly with respect to CRISPR-Cas9, is highly complex and still unsettled. For example, certain CRISPR-Cas9 patents of the University of California and the Broad Institute are currently subject to Interference Proceedings before the U.S. Patent and Trademark Office and Opposition Proceedings before the European Patent Office. It is uncertain when and how the U.S. Patent and Trademark Office as well as the European Patent Office will decide in the various proceedings, and the decisions of the respective patent offices may significantly affect the scope or may deny the validity of the respective patents involved in these proceedings. At the time we attempt to obtain a license to genome engineering technology, including to CRISPR-Cas9 technology, it may be unclear which parties own the rights to this technology, and we may be required to obtain licenses from more than one party, or from different parties in different parts of the world. In certain scenarios, it may also be difficult or impossible, at least for a certain time, to identify whether a license, if available at all, would convey sufficient intellectual property rights to us that would allow us to avoid third-party claims of intellectual property infringement, misappropriation or other violations.

The licensing or acquisition of third party intellectual property rights is a highly competitive area, and other companies may pursue strategies to license or acquire third party intellectual property rights

that we may consider attractive or necessary. Such companies may have a competitive advantage over us, e.g., due to their size, capital resources and greater clinical development and commercialization capabilities. In addition, companies that perceive us to be a competitor may be unwilling to assign or license rights to us. We also may be unable to license or acquire third party intellectual property rights on terms that would allow us to make an appropriate return on our investment or at all. If we are unable to successfully obtain rights to required third party intellectual property rights or maintain the existing intellectual property rights we have, we may have to abandon development of the relevant program or product candidate, which could have a material adverse effect on our business, financial condition, results of operations and prospects.

Even if we were able to obtain such a license, it could be non-exclusive, thereby giving our competitors and other third parties access to the same technologies licensed to us, and it could require us to make substantial licensing and royalty payments. If we are unable to obtain a necessary license to a third-party patent on commercially reasonable terms, we may be unable to commercialize our product candidates or such commercialization efforts may be significantly delayed, which could in turn significantly harm our business.

***Third-party claims of intellectual property infringement, misappropriation or other violations may prevent or delay our product discovery and development efforts and have a material adverse effect on our business.***

Our commercial success depends in part on our avoiding infringement, misappropriation and other violations of the patents and proprietary rights of third parties. There is a substantial amount of litigation involving patents and other intellectual property rights in the biotechnology and pharmaceutical industries, as well as administrative proceedings for challenging patents, including interference and reexamination proceedings before the USPTO or oppositions and other comparable proceedings in foreign jurisdictions. Recently, under U.S. patent reform, new procedures including *inter partes* review and post grant review have been implemented. This reform will bring uncertainty to the possibility of challenge to our patents in the future. Numerous U.S. and foreign issued patents and pending patent applications, which are owned by third parties, exist in the fields in which we are developing our product candidates, and third parties may allege they have patent rights encompassing our product candidates, technologies or methods. Third parties may assert that we are employing their proprietary technology without authorization and may file patent infringement claims or lawsuits against us, and if we are found to infringe such third-party patents, we may be required to pay damages, cease commercialization of the infringing technology or obtain a license from such third parties, which may not be available on commercially reasonable terms or at all.

We are aware of several third-party patents and patent applications that if issued, may be construed to cover eHSC technology. For example, Miltenyi's European patent EP3025719 covers technology related to eHSC products. This patent is currently subject to opposition proceedings before the European Patent Office, and it is unclear what claim scope, if any, will ultimately be found valid, or how long the opposition proceedings will be pending. In addition, the University of Pennsylvania has filed patent applications and has been granted at least one U.S. patent covering eHSC technology. These or other third parties owning or controlling patent rights may seek to allege that our development and commercialization of our eHSC products, including VOR33, infringes such patent rights and file a patent infringement lawsuit against us in the future. While we believe that we would currently have valid defenses against any such allegation or lawsuit, but such defenses may ultimately be unsuccessful.

There may also be third-party patents of which we are currently unaware with patent rights to materials, formulations, methods of manufacture or methods of treatment related to the use or manufacture of our product candidates. Because patent applications can take many years to issue,

there may be currently pending patent applications which may later result in issued patents that our product candidates may infringe. In addition, third parties may obtain patents in the future and claim that use of our technologies infringes upon these patents. Further, we or our licensors may fail to identify even those relevant third-party patents that have issued or may incorrectly interpret the relevance, scope or expiration of such patents. The scope of a patent claim is determined by an interpretation of the law, the written disclosure in a patent and the patent's prosecution history. Our interpretation of the relevance or scope of a patent or a pending application may be incorrect. If any third-party patents were held by a court of competent jurisdiction to cover the manufacturing process of our product candidates, materials used in or formed during the manufacturing process or any final product itself, the holders of any such patents may be able to block our ability to commercialize the product candidate unless we obtained a license under the applicable patents, or until such patents expire or they are finally determined to be held invalid or unenforceable. Similarly, if any third-party patent were held by a court of competent jurisdiction to cover aspects of our materials, formulations or methods, including without limitation, combination therapy or patient selection methods, the holders of any such patent may be able to block our ability to develop and commercialize the product candidate unless we obtained a license or until such patent expires or is finally determined to be held invalid or unenforceable.

Parties making claims against us may seek and obtain injunctive or other equitable relief, which could effectively block our ability to further develop and commercialize our product candidates. Defense of these claims, regardless of their merit, would involve substantial litigation expense and would involve a substantial diversion of employee resources from our business. We may not have sufficient resources to bring these actions to a successful conclusion, which may result in significant cost and may impede our inability to pursue any affected products or product candidates. There could also be public announcements of the results of hearings, motions or other interim proceedings or developments. If securities analysts or investors perceive these results to be negative, it could have a material adverse effect on the price of shares of our common stock.

In the event of a successful claim of infringement against us, we may have to pay substantial damages, including treble damages and attorneys' fees for willful infringement, obtain one or more licenses from third parties, pay royalties or redesign our infringing products, which may be impossible or require substantial time and monetary expenditure.

***Obtaining and maintaining our 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.***

Periodic maintenance fees on any issued patent are due to be paid to the USPTO and foreign patent agencies in several stages over the lifetime of the patent. 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. While an inadvertent 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. Noncompliance 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. In such an event, our competitors might be able to enter the market earlier than would otherwise have been the case, which would have a material adverse effect on our business.

***Some intellectual property that we have in-licensed may have been discovered through government funded programs and thus may be subject to federal regulations such as “march-in” rights, certain reporting requirements and a preference for U.S.-based companies. Compliance with such regulations may limit our exclusive rights and limit our ability to contract with non-U.S. manufacturers.***

Any of the intellectual property rights that we have licensed or we may license in the future and that have been generated through the use of U.S. government funding are subject to certain federal regulations. As a result, the U.S. government may have certain rights to intellectual property embodied in our current or future product candidates pursuant to the Bayh-Dole Act of 1980 (Bayh-Dole Act). These U.S. government rights in certain inventions developed under a government-funded program include a non-exclusive, non-transferable, irrevocable worldwide license to use inventions for any governmental purpose. In addition, the U.S. government has the right to require us to grant exclusive, partially exclusive, or non-exclusive licenses to any such intellectual property rights to a third party if it determines that: (i) adequate steps have not been taken to commercialize the invention; (ii) government action is necessary to meet public health or safety needs; or (iii) government action is necessary to meet requirements for public use under federal regulations (also referred to as “march-in rights”). The U.S. government also has the right to take title to such intellectual property rights if we, or the applicable licensor, fail to disclose the invention to the government and fail to file an application to register the intellectual property within specified time limits. Intellectual property generated under a government funded program is also subject to certain reporting requirements, compliance with which may require us or the applicable licensor to expend substantial resources. We cannot be certain that our current or future licensors will comply with the disclosure or reporting requirements of the Bayh-Dole Act at all times, or be able to rectify any lapse in compliance with these requirements.

In addition, the U.S. government requires that any products embodying the subject invention or produced through the use of the subject invention be manufactured substantially in the United States. The manufacturing preference requirement can be waived if the owner of the intellectual property can show that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible. This preference for U.S. manufacturers may limit our ability to contract with non-U.S. product manufacturers for products covered by such intellectual property. To the extent any of our current or future intellectual property is generated through the use of U.S. government funding, the provisions of the Bayh-Dole Act may similarly apply.

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

Competitors may infringe our patents, trademarks, copyrights or other intellectual property. To counter infringement or unauthorized use, we may be required to file infringement claims, which can be expensive and time-consuming and divert the time and attention of our management and scientific personnel. Any claims we assert against perceived infringers could provoke these parties to assert counterclaims against us alleging that we infringe their patents, in addition to counterclaims asserting that our patents are invalid or unenforceable, or both. In any patent infringement proceeding, there is a risk that a court will decide that a patent of ours is invalid or unenforceable, in whole or in part, and that we do not have the right to stop the other party from using the invention at issue. There is also a risk that, even if the validity of such patents is upheld, the court will construe the patent’s claims narrowly or decide that we do not have the right to stop the other party from using the invention at issue on the grounds that our patent claims do not cover the invention. An adverse outcome in a litigation or proceeding involving our patents could limit our ability to assert our patents against those parties or other competitors, and may curtail or preclude our ability to exclude third parties from making and

selling similar or competitive products. Any of these occurrences could adversely affect our competitive business position, business prospects and financial condition. Similarly, if we assert trademark infringement claims, a court may determine that the marks we have asserted are invalid or unenforceable, or that the party against whom we have asserted trademark infringement has superior rights to the marks in question. In this case, we could ultimately be forced to cease use of such trademarks.

Even if we establish infringement, the court may decide not to grant an injunction against further infringing activity and instead award only monetary damages, which may or may not be an adequate remedy. 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 litigation. There could also be public announcements of the results of hearings, motions or other interim proceedings or developments. If securities analysts or investors perceive these results to be negative, it could have a material adverse effect on the price of shares of our common stock. Moreover, there can be no assurance that we will have sufficient financial or other resources to file and pursue such infringement claims, which typically last for years before they are concluded. Even if we ultimately prevail in such claims, the monetary cost of such litigation and the diversion of the attention of our management and scientific personnel could outweigh any benefit we receive as a result of the proceedings. Any of the foregoing may have a material adverse effect on our business, financial condition, results of operations and prospects.

***Changes to 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 involves both technological and legal complexity, and is therefore costly, time-consuming and inherently uncertain. In addition, the United States has recently enacted and is currently implementing wide-ranging patent reform legislation. Recent U.S. Supreme Court rulings have narrowed the scope of patent protection available in certain circumstances and weakened the rights of patent owners in certain situations. In addition to increasing uncertainty with regard to our ability to obtain patents in the future, this combination of events has created uncertainty with respect to the value of patents, once obtained. Depending on decisions by the Congress, the federal courts, and the USPTO, the laws and regulations governing patents could change in unpredictable ways that would weaken our ability to obtain new patents or to enforce our existing patents and patents that we might obtain in the future. For example, in the case, *Assoc. for Molecular Pathology v. Myriad Genetics, Inc.*, the Supreme Court held that certain claims to DNA molecules are not patentable. In addition, the case *Amgen Inc. v. Sanofi* affects the way antibody claims are examined and litigated. While we do not believe that any of the patents owned or licensed by us will be found invalid based on these decisions, we cannot predict how future decisions by the courts, the Congress or the USPTO may impact the value of our patents.

***We may not be able to protect our intellectual property rights throughout the world.***

Filing, prosecuting, maintaining, defending and enforcing patents on our product candidates in all countries throughout the world would be prohibitively expensive, and our intellectual property rights in some countries outside the United States can be less extensive than those in the United States. In addition, the laws of some foreign countries do not protect intellectual property rights to the same extent as federal and state laws in the United States. Consequently, we may not be able to prevent third parties from practicing our inventions in all countries outside the United States, or from selling or importing products made using our inventions in and into the United States or other jurisdictions. Competitors may use our technologies in jurisdictions where we have not obtained patent protection to develop their own drugs and may export otherwise infringing drugs to territories where we have patent



protection, but enforcement rights are not as strong as those in the United States. These drugs 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.

Many companies have encountered significant problems in protecting and defending intellectual property rights in foreign jurisdictions. The legal systems of some countries do not favor the enforcement of patents and other intellectual property protection, which could make it difficult for us to stop the infringement of our patents generally. Proceedings to enforce our patent rights in foreign jurisdictions could result in substantial costs and divert our efforts and attention from other aspects of our business, could put our patents at risk of being invalidated or interpreted narrowly and our patent applications at risk of not issuing and could provoke third parties to assert claims against us. We may not prevail in any lawsuits that we initiate, and the damages or other remedies awarded, if any, may not be commercially meaningful.

Many countries have compulsory licensing laws under which a patent owner may be compelled under specified circumstances to grant licenses to third parties. In addition, many countries limit the enforceability of patents against government agencies or government contractors. In those countries, we may have limited remedies if patents are infringed or if we are compelled to grant a license to a third party, which could materially diminish the value of those patents. This could limit our potential revenue opportunities. Accordingly, our efforts to enforce our intellectual property rights around the world may be inadequate to obtain a significant commercial advantage from the intellectual property that we develop or license, which could adversely affect our business, financial condition, results of operations, and prospects.

***Patent terms may be inadequate to protect our competitive position on our product candidates for an adequate amount of time.***

Patents have a limited lifespan. In the United States, if all maintenance fees are timely paid, the natural expiration of a patent is generally 20 years from its earliest filing date of a non-provisional application to which the patent claims priority. Various extensions may be available, but the life of a patent, and the protection it affords, is limited. Even if patents covering our product candidates are obtained, once the patent life has expired for a product candidate, we may be open to competition from competitive medications, including generic medications. Given the amount of time required for the development, testing and regulatory review of new product candidates, patents protecting such product candidates might expire before or shortly after such product candidates are commercialized. As a result, our owned and licensed patent portfolio may not provide us with sufficient rights to exclude others from commercializing product candidates similar or identical to ours.

***If we do not obtain patent term extension (PTE) and data exclusivity for VOR33 or any other product candidates we may develop, our business may be materially harmed.***

Depending upon the timing, duration and conditions of any FDA marketing approval of our product candidates, one or more of our U.S. patents may be eligible for limited patent term extension under the Drug Price Competition and Patent Term Restoration Act of 1984, referred to as the Hatch-Waxman Amendments, and similar legislation in the European Union. The Hatch-Waxman Amendments permit a patent term extension of up to five years for a patent covering an approved product as compensation for effective patent term lost during product development and the FDA regulatory review process. However, we may not receive an extension if we fail to exercise due diligence during the testing phase or regulatory review process, fail to apply within applicable deadlines, fail to apply prior to expiration of relevant patents or otherwise fail to satisfy applicable requirements. Moreover, the length of the extension could be less than we request. Only one patent per approved product can be extended, the extension cannot extend the total patent term beyond 14



years from approval and only those claims covering the approved drug, a method for using it or a method for manufacturing it may be extended. If we are unable to obtain patent term extension or the term of any such extension is less than we request, the period during which we can enforce our patent rights for the applicable product candidate will be shortened and our competitors may obtain approval to market competing products sooner. As a result, our revenue from applicable products could be reduced. Further, if this occurs, our competitors may take advantage of our investment in development and trials by referencing our clinical and preclinical data and launch their product earlier than might otherwise be the case, and our competitive position, business, financial condition, results of operations, and prospects could be materially harmed.

***Third parties may assert that our employees or consultants have wrongfully used or disclosed confidential information or misappropriated trade secrets.***

We employ individuals who were previously employed at universities or other biopharmaceutical companies, including our competitors or potential competitors. Although we try to ensure that our employees and consultants do not use the proprietary information or know-how of others in their work for us, we may be subject to claims that we or our employees, consultants or independent contractors have inadvertently or otherwise used or disclosed intellectual property, including trade secrets or other proprietary information, of a former employer or other third parties. We may also be subject to claims that patents and applications that we may file to protect inventions of our employees or consultants are rightfully owned by their former employers or other third parties. Litigation may be necessary to defend against these claims. If we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel. Even if we are successful in defending against such claims, litigation could result in substantial costs and be a distraction to management and other employees. Any of the foregoing would harm our business, financial condition, results of operations, and prospects.

***If our trademarks and trade names are not adequately protected, then we may not be able to build name recognition in our markets of interest and our business may be adversely affected.***

Our registered or unregistered trademarks or trade names may be challenged, infringed, circumvented or declared generic or determined to be infringing on other marks. We may not be able to protect our rights to these trademarks and trade names, which we need to build name recognition among potential partners or customers in our markets of interest. At times, competitors or other third parties may adopt trade names or trademarks similar to ours, thereby impeding our ability to build brand identity and possibly leading to market confusion. In addition, there could be potential trade name or trademark infringement claims brought by owners of other registered trademarks or trademarks that incorporate variations of our registered or unregistered trademarks or trade names. Over the long term, if we are unable to establish name recognition based on our trademarks and trade names, then we may not be able to compete effectively and our business may be adversely affected. Our efforts to enforce or protect our proprietary rights related to trademarks, trade secrets, domain names, copyrights or other intellectual property may be ineffective and could result in substantial costs and diversion of resources and could adversely affect our business, financial condition, results of operations and growth prospects.

***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:

- VOR33, VCAR33 and any other product candidates we may develop may eventually become available in generic or biosimilar product forms;

## [Table of Contents](#)

- others may be able to make products that are similar to any product candidates we may develop or utilize similar technology but that are not covered by the claims of the patents that we license or own;
- we, or our current or future licensors might not have been the first to make the inventions covered by the issued patent or pending patent application that we license or own;
- we, or our current or future licensors might not have been the first to file patent applications covering certain of our or their inventions;
- we, or our license partners or current or future collaborators, may fail to meet our obligations to the U.S. government regarding any in-licensed patents and patent applications funded by U.S. government grants, leading to the loss or unenforceability of patent rights;
- 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 pending, owned or licensed patent applications or those that we may own in the future will not lead to issued patents;
- it is possible that there are prior public disclosures that could invalidate our owned or in-licensed patents, or parts of our owned or in-licensed patents;
- it is possible that there are unpublished applications or patent applications maintained in secrecy that may later issue with claims covering our product candidates or technology similar to ours;
- it is possible that our owned or in-licensed patents or patent applications omit individual(s) that should be listed as inventor(s) or include individual(s) that should not be listed as inventor(s), which may cause these patents or patents issuing from these patent applications to be held invalid or unenforceable;
- it is possible that our pending owned or licensed patent applications or those that we may own or license in the future 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;
- the claims of our owned or in-licensed issued patents or patent applications, if and when issued, may not cover our product candidates;
- the laws of foreign countries may not protect our proprietary rights or the proprietary rights of license partners or current or future collaborators to the same extent as the laws of the United States;
- the inventors of our owned or in-licensed patents or patent applications may become involved with competitors, develop products or processes that design around our patents or become hostile to us or the patents or patent applications on which they are named as inventors;
- our competitors 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 have engaged in scientific collaborations in the past and will continue to do so in the future and our collaborators may develop adjacent or competing products that are outside the scope of our patents;
- we may not develop additional proprietary technologies that are patentable;
- any product candidates we develop may be covered by third parties' patents or other exclusive rights;

## [Table of Contents](#)

- 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 harm our business, financial condition, results of operations, and prospects.

### **Risks Related to Regulatory and Other Legal Compliance Matters**

#### ***Failure to obtain marketing approval in foreign jurisdictions would prevent product candidates from being marketed in such jurisdictions, which, in turn, would materially impair our ability to generate revenue.***

In order to market and sell product candidates in the European Union and other foreign jurisdictions, we or our third-party collaborators must obtain separate marketing approvals (a single one for the European Union) and comply with numerous and varying regulatory requirements. The approval procedure varies among countries and can involve additional testing. The time required to obtain approval may differ substantially from that required to obtain FDA approval. The regulatory approval process outside the United States generally includes all of the risks associated with obtaining FDA approval. In addition, in many countries outside the United States, it is required that the product candidate be approved for reimbursement before the product candidate can be approved for sale in that country. We or these third parties may not obtain approvals from regulatory authorities outside the United States on a timely basis, if at all. Approval by the FDA does not ensure approval by regulatory authorities in other countries or jurisdictions, and approval by one regulatory authority outside the United States does not ensure approval by regulatory authorities in other countries or jurisdictions or by the FDA. We may not be able to file for marketing approvals and may not receive necessary approvals to commercialize our products in any jurisdiction, which would materially impair our ability to generate revenue.

On June 23, 2016, the U.K. electorate voted in favor of leaving the European Union, commonly referred to as “Brexit.” Thereafter, on March 29, 2017, the country formally notified the European Union of its intention to withdraw pursuant to Article 50 of the Lisbon Treaty. The withdrawal of the United Kingdom from the European Union occurred on January 31, 2020 under the terms of the Withdrawal Agreement. Following the United Kingdom’s departure from the European Union, there will be a “transition period” ending December 31, 2020 during which the United Kingdom will essentially be treated as a Member State of the European Union and the regulatory regime will remain the same across the United Kingdom and the European Union. The Withdrawal Agreement allows for this “transition period” to be extended by one or two years, but the U.K. government is currently legislating to require the transition period to end on December 31, 2020 without the possibility to extend further. In that scenario, the trading relationship between the United Kingdom and the European Union will be governed by whatever agreement the two parties can reach in the course of 2020. On that short timetable the United Kingdom and European Union are likely to focus on ensuring tariff-free trade but it is unclear whether there would be any formal regulatory alignment between United Kingdom and European Union rules after January 1, 2021. In the unlikely event that the United Kingdom leaves the European Union without an agreement, so called “hard Brexit,” the United Kingdom will be completely separated from a regulatory perspective from the European Union immediately upon the exit date and would require meeting separate development and approval requirements that may be unique to the United Kingdom.

Since the regulatory framework for pharmaceutical products in the United Kingdom relating to quality, safety and efficacy of pharmaceutical products, clinical trials, marketing authorization,

commercial sales and distribution of pharmaceutical products is derived from European Union directives and regulations, Brexit will materially impact the future regulatory regime which applies to products and the approval of product candidates in the United Kingdom. In the first instance, a separate United Kingdom authorization from any centralized authorization for the European Union would need to be applied for in advance of a hard Brexit or before the end of any agreed transition period. In the immediately foreseeable future, the process is likely to remain very similar to that applicable in the European Union, albeit that the processes for applications will be separate. Longer term, the United Kingdom is likely to develop its own legislation that diverges from that in the European Union.

***Even if we, or any collaborators we may have, obtain marketing approvals for VOR33, VCAR33, the VOR33/VCAR33 Treatment System or any other product candidates we may develop, the terms of approvals and ongoing regulation of our product candidates could require the substantial expenditure of resources and may limit how we, or they, manufacture and market our product candidates, which could materially impair our ability to generate revenue.***

Any product candidate for which we obtain marketing approval, along with the manufacturing processes, post-approval clinical data, labeling, advertising and promotional activities for such product, will be subject to continual requirements of and review by the FDA, EMA, the Competent Authorities of the Member States of the European Union and other regulatory authorities. These requirements include submissions of safety and other post-marketing information and reports, facility registration and drug listing requirements, cGMP requirements relating to quality control, quality assurance and corresponding maintenance of records and documents, and requirements regarding the distribution of samples to physicians and recordkeeping. Even if marketing approval of a product candidate is granted, the approval may be subject to limitations on the indicated uses for which the product may be marketed or to the conditions of approval, or contain requirements for costly post-marketing testing and surveillance to monitor the safety or efficacy of the product. The FDA and other regulatory authorities may restrict the use of our products to certain specialists and/or institutions and require formal reporting and approval of a REMS program. Such restrictions or requirements could deter use of our products by certain individuals or institutions.

Accordingly, assuming we, or any collaborators we may have, receive marketing approval for one or more product candidates, we, such collaborators and our and their contract manufacturers will continue to expend time, money, and effort in all areas of regulatory compliance, including manufacturing, production, product surveillance and quality control. If we and such collaborators are not able to comply with post-approval regulatory requirements, we and such collaborators could have the marketing approvals for our products withdrawn by regulatory authorities and our, or such collaborators', ability to market any future products could be limited, which could adversely affect our ability to achieve or sustain profitability. Further, the cost of compliance with post-approval regulations may have a negative effect on our business, operating results, financial condition and prospects.

***Any product candidate for which we obtain marketing approval could be subject to restrictions or withdrawal from the market, and we may be subject to substantial penalties if we fail to comply with regulatory requirements or if we experience unanticipated problems with our products, when and if any of them are approved.***

The FDA, the EMA, the Competent Authorities of the Member States of the European Union and other regulatory agencies closely regulate the post-approval marketing and promotion of products to ensure that they are marketed only for the approved indications and in accordance with the provisions of the approved labeling. The FDA, the Competent Authorities of the Member States of the European Union and other regulatory agencies impose stringent restrictions on manufacturers' communications regarding off-label use, and if we market our products for off-label use, we may be subject to

## [Table of Contents](#)

enforcement action for off-label marketing by the FDA and other federal and state enforcement agencies, including the Department of Justice. Violation of the Federal Food, Product, and Cosmetic Act and other statutes, including the False Claims Act and equivalent legislation in other countries relating to the promotion and advertising of prescription products may also lead to investigations or allegations of violations of federal and state and other countries' health care fraud and abuse laws and state consumer protection laws. Even if it is later determined we were not in violation of these laws, we may be faced with negative publicity, incur significant expenses defending our actions and have to divert significant management resources from other matters.

In addition, later discovery of previously unknown problems with our products, manufacturers or manufacturing processes, or failure to comply with regulatory requirements, may yield various negative consequences, including:

- restrictions on such products, manufacturers or manufacturing processes;
- restrictions on the labeling or marketing of a product;
- restrictions on the distribution or use of a product;
- requirements to conduct post-marketing clinical trials;
- receipt of warning or untitled letters;
- withdrawal of the products from the market;
- refusal to approve pending applications or supplements to approved applications that we submit;
- recall of products;
- fines, restitution or disgorgement of profits or revenue;
- restrictions on future procurements with governmental authorities;
- suspension or withdrawal of marketing approvals;
- suspension of any ongoing clinical trials;
- refusal to permit the import or export of our products;
- product seizure; and
- injunctions or the imposition of civil or criminal penalties.

Any government investigation of alleged violations of law could require us to expend significant time and resources in response and could generate negative publicity. The occurrence of any event or penalty described above may inhibit our ability to commercialize any product candidates we may develop and adversely affect our business, financial condition, results of operations and prospects.

***We expect the product candidates we develop will be regulated as biologics, and therefore they may be subject to competition sooner than anticipated.***

The Biologics Price Competition and Innovation Act of 2009 (the BPCIA), was enacted as part of the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act (collectively, the ACA) to establish an abbreviated pathway for the approval of biosimilar and interchangeable biological products. The regulatory pathway establishes legal authority for the FDA to review and approve biosimilar biologics, including the possible designation of a biosimilar as "interchangeable" based on its similarity to an approved biologic. Under the BPCIA, an application for a biosimilar product cannot be approved by the FDA until 12 years after the reference

product was approved under a BLA. The law is complex and is still being interpreted and implemented by the FDA. As a result, its ultimate impact, implementation, and meaning are subject to uncertainty. While it is uncertain when processes intended to implement the BPCIA may be fully adopted by the FDA, any of these processes could have a material adverse effect on the future commercial prospects for our biological products.

We believe that any of the product candidates we develop that is approved in the United States as a biological product under a BLA should qualify for the 12-year period of exclusivity. However, there is a risk that this exclusivity could be shortened due to congressional action or otherwise, or that the FDA will not consider the subject product candidates to be reference products for competing products, potentially creating the opportunity for generic competition sooner than anticipated. Moreover, the extent to which a biosimilar, once approved, will be substituted for any one of the reference products in a way that is similar to traditional generic substitution for non-biological products is not yet clear, and will depend on a number of marketplace and regulatory factors that are still developing.

In addition, the approval of a biologic product biosimilar to one of our products could have a material adverse impact on our business as it may be significantly less costly to bring to market and may be priced significantly lower than our products.

***Disruptions at the FDA and other government agencies caused by funding shortages or global health concerns could hinder their ability to hire, retain or deploy key leadership and other personnel, or otherwise prevent new or modified products from being developed, approved or commercialized in a timely manner or at all, which could negatively impact our business.***

The ability of the FDA to review and approve new products can be affected by a variety of factors, including government budget and funding levels, statutory, regulatory, and policy changes, the FDA's ability to hire and retain key personnel and accept the payment of user fees, and other events that may otherwise affect the FDA's ability to perform routine functions. Average review times at the agency have fluctuated in recent years as a result. In addition, government funding of other government agencies that fund research and development activities is subject to the political process, which is inherently fluid and unpredictable. Disruptions at the FDA and other agencies may also slow the time necessary for new biologics or modifications to cleared or approved biologics to be reviewed and/or approved by necessary government agencies, which would adversely affect our business. For example, over the last several years, including for 35 days beginning on December 22, 2018, the U.S. government has shut down several times and certain regulatory agencies, such as the FDA, have had to furlough critical FDA employees and stop critical activities.

Separately, in response to the COVID-19 pandemic, on March 10, 2020 the FDA announced its intention to postpone most inspections of foreign manufacturing facilities, and on March 18, 2020, the FDA temporarily postponed routine surveillance inspections of domestic manufacturing facilities. Subsequently, on July 10, 2020 the FDA announced its intention to resume certain on-site inspections of domestic manufacturing facilities subject to a risk-based prioritization system. The FDA intends to use this risk-based assessment system to identify the categories of regulatory activity that can occur within a given geographic area, ranging from mission critical inspections to resumption of all regulatory activities. Regulatory authorities outside the United States may adopt similar restrictions or other policy measures in response to the COVID-19 pandemic. If a prolonged government shutdown occurs, or if global health concerns continue to prevent the FDA or other regulatory authorities from conducting their regular inspections, reviews, or other regulatory activities, it could significantly impact the ability of the FDA or other regulatory authorities to timely review and process our regulatory submissions, which could have a material adverse effect on our business.

***Our relationships with healthcare providers, including physicians, and third-party payors will be subject to applicable anti-kickback, fraud and abuse, anti-bribery and other healthcare laws and regulations, which could expose us to criminal sanctions, civil penalties, contractual damages, reputational harm and diminished profits and future earnings.***

Healthcare providers and third-party payors play a primary role in the recommendation and prescription of any product candidates for which we obtain marketing approval. Our current and future arrangements with healthcare providers, 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 research as well as market, sell and distribute our products for which we obtain marketing approval. Restrictions under applicable federal and state healthcare laws and regulations, including certain laws and regulations applicable only if we have marketed products, include, but are not limited to, the following:

- the federal healthcare program Anti-Kickback Statute, which prohibits, among other things, persons or entities from knowingly and willfully soliciting, receiving, offering, or providing any remuneration (including any kickback, bribe or certain rebates), directly or indirectly, in cash or in kind, to induce, or in return for, either the referral of an individual, for the purchase, lease, order or recommendation of any item, good, facility, or service for which payment may be made, in whole or in part, under federal 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;
- federal false claims, including the False Claims Act that can be enforced through whistleblower actions, false statements and civil monetary penalties laws, which prohibit, among other things, any person or entity from knowingly presenting, or causing to be presented, a false or fraudulent claim for payment of government funds or knowingly making, or causing to be made, a false record or statement material to a false or fraudulent claim to get a false claim paid or 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 U.S. federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the False Claims Act;
- the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), which, prohibits, among other things, executing, or attempting to execute, a scheme to defraud any healthcare benefit program or making false, fictitious, or fraudulent statements in connection with the delivery of, or payment for, healthcare benefits, items or services relating to healthcare matters. 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 Food, Drug, and Cosmetic Act, which among other things, strictly regulates drug marketing, prohibits manufacturers from marketing such products for off-label use and regulates the distribution of samples;
- federal laws that require pharmaceutical manufacturers to report certain calculated product prices to the government or provide certain discounts or rebates to government authorities or private entities, often as a condition of reimbursement under government healthcare programs;
- the federal Physician Payments Sunshine Act, which requires certain manufacturers of drugs, devices, biologics and medical supplies for which payment is available under Medicare, Medicaid, or the Children's Health Insurance Program (with certain exceptions) to report annually to the CMS within the U.S. Department of Health and Human Services, information related to payments or other transfers of value made during the previous year to physicians, as defined by such law, and teaching hospitals, as well as ownership and investment interests



held by physicians and their immediate family members. Beginning in 2022, such obligations will include payments and other transfers of value provided in the previous year to certain other healthcare professionals, including physician assistants, nurse practitioners, clinical nurse specialists, certified nurse anesthetists, anesthesiologist assistants, and certified nurse midwives; and

- analogous state and foreign laws and regulations, such as state anti-kickback and false claims laws, which may be broader in scope and apply to healthcare items or services that are reimbursed by non-governmental third-party payors, including private insurers.

Some state laws also require pharmaceutical companies to comply with specific compliance standards, restrict financial interactions between pharmaceutical companies and healthcare providers or require pharmaceutical companies to report information related to payments to health care providers or marketing expenditures. Certain state laws also require the reporting of information related to drug pricing. Further, certain state and local laws require the registration of pharmaceutical sales representatives.

Efforts to ensure that our business arrangements with third parties will comply with applicable healthcare laws and regulations will involve substantial costs. Given the breadth of the laws and regulations and evolving government interpretations of the laws and regulations, governmental authorities may possibly conclude that our business practices, including certain of our advisory board arrangements with physicians, some of whom are compensated in the form of stock or stock options, may not comply with healthcare laws and regulations. If our operations are found to be in violation of any of the laws described above or any other government regulations that apply to us, we may be subject to significant penalties, including administrative, civil and criminal penalties, damages, fines, disgorgement, exclusion from participation in government health care programs, such as Medicare and Medicaid, imprisonment, integrity oversight and reporting obligations, contractual damages, reputational harm, diminished profits and future earnings, and the curtailment or restructuring of our operations, any of which could adversely affect our business, financial condition, results of operations, and prospects.

The European Union has strict laws governing the provision of benefits or advantages to healthcare professionals in order to induce or encourage the prescription, recommendation, endorsement, purchase, supply, order, or use of medicinal products. Such laws and associated codes of practice set out the rules and requirements that the provision of hospitality, sponsorship, gifts and promotional items must meet before they can be accepted by healthcare professionals. The provision of benefits or advantages to healthcare professionals is also governed by the national anti-bribery laws of European Union Member States. Infringement of these laws could result in substantial fines and imprisonment.

Payments made to healthcare professionals in certain European Union Member States may be publicly disclosed. Moreover, agreements with healthcare professionals often must be the subject of prior notification and approval by the healthcare professionals' employer, his or her competent professional organization, and/or the regulatory authorities of the individual European Union Member States. These requirements are provided in the national laws, industry codes, or professional codes of conduct applicable in the European Union Member States. Failure to comply with these requirements could result in reputational risk, public reprimands, administrative penalties, fines or imprisonment.

***Healthcare and other reform legislation, may increase the difficulty and cost for us and any collaborators we may have to obtain marketing approval of and commercialize VOR33, VCAR33, the VOR33/VCAR33 Treatment System and any other product candidates we may develop and affect the prices we, or they, may obtain.***

In the United States and some foreign jurisdictions, there have been and continue to be ongoing efforts to implement legislative and regulatory changes regarding the healthcare system. Such changes could prevent or delay marketing approval of VOR33, VCAR33, the VOR33/VCAR33 Treatment System and any other product candidates that we may develop, restrict or regulate post-approval activities and affect our ability to profitably sell any product candidates for which we obtain marketing approval. Although we cannot predict what healthcare or other reform efforts will be successful, such efforts may result in more rigorous coverage criteria, in additional downward pressure on the price that we, or our future collaborators, may receive for any approved products or in other consequences that may adversely affect our ability to achieve or maintain profitability.

Within the United States, the federal government and individual states have aggressively pursued healthcare reform, as evidenced by the passing of the ACA and the ongoing efforts to modify or repeal that legislation. The ACA substantially changed the way healthcare is financed by both governmental and private insurers and contains a number of provisions that affect coverage and reimbursement of drug products and/or that could potentially reduce the demand for pharmaceutical products such as increasing drug rebates under state Medicaid programs for brand name prescription drugs and extending those rebates to Medicaid managed care and assessing a fee on manufacturers and importers of brand name prescription drugs reimbursed under certain government programs, including Medicare and Medicaid. Other aspects of healthcare reform, such as expanded government enforcement authority and heightened standards that could increase compliance-related costs, could also affect our business. Modifications have been implemented under the Trump Administration and additional modifications or repeal may occur. There are, and may continue to be, judicial challenges, including review by the United States Supreme Court. See “Government regulation—Health care and other reform.” We cannot predict the ultimate content, timing or effect of any changes to the ACA or other federal and state reform efforts. There is no assurance that federal or state health care reform will not adversely affect our future business and financial results, and we cannot predict how future federal or state legislative, judicial or administrative changes relating to healthcare reform will affect our business.

Federal and state governments have shown significant interest in implementing cost-containment programs to limit the growth of government-paid healthcare costs, including price controls, waivers from Medicaid drug rebate law requirements, restrictions on reimbursement and requirements for substitution of generic products for branded prescription drugs. The private sector has also sought to control healthcare costs by limiting coverage or reimbursement or requiring discounts and rebates on products. We are unable to predict what additional legislation, regulations or policies, if any, relating to the healthcare industry or third party coverage and reimbursement may be enacted in the future or what effect such legislation, regulations or policies would have on our business. Any cost containment measures could significantly decrease the available coverage and the price we might establish for our potential products, which would have an adverse effect on our net revenues and operating results.

Legislative and regulatory proposals have been made to expand post-approval requirements and restrict sales and promotional activities for biotechnology products. We cannot be sure whether additional legislative changes will be enacted, or whether FDA regulations, guidance or interpretations for biological products will be changed, or what the impact of such changes on the marketing approvals of our product candidates, if any, may be. In addition, increased scrutiny by the U.S. Congress of the FDA's approval and decision-making processes may significantly delay or prevent marketing approval, as well as subject us to more stringent product labeling and post-marketing testing and other requirements.

***Our employees, principal investigators, consultants and commercial partners 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 of fraud or other misconduct by our employees, consultants and commercial partners, and, if we commence clinical trials, our principal investigators. Misconduct by these parties could include intentional failures to comply with FDA regulations or the regulations applicable in the European Union and other jurisdictions, provide accurate information to the FDA, the EMA and other regulatory authorities, comply with healthcare fraud and abuse laws and regulations in the United States and abroad, report financial information or data accurately or disclose unauthorized activities to us. 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 restrict or prohibit a wide range of pricing, discounting, marketing and promotion, sales commission, customer incentive programs and other business arrangements. Such misconduct also could involve the improper use of information obtained in the course of clinical trials or interactions with the FDA, the EMA or other regulatory authorities, which could result in regulatory sanctions and cause serious harm to our reputation. We have adopted a code of conduct applicable to all of our employees, but it is not always possible to identify and deter employee misconduct, 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 government investigations or other actions or lawsuits stemming from a failure to comply with these laws or regulations. 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, financial condition, results of operations, and prospects, including the imposition of significant fines or other sanctions.

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

We may be subject to numerous laws and regulations in each jurisdiction outside the United States in which we may operate. The creation, implementation and maintenance of international business practices compliance programs is costly and such programs are difficult to enforce, particularly where reliance on third parties is required.

The Foreign Corrupt Practices Act (the 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. The anti-bribery provisions of the FCPA are enforced primarily by the Department of Justice. The SEC is involved with enforcement of the books and records provisions of the FCPA.

Similarly, the U.K. Bribery Act 2010 has extra-territorial effect for companies and individuals having a connection with the United Kingdom. The U.K. Bribery Act prohibits inducements both to public officials and private individuals and organizations. Compliance with the FCPA and the U.K. Bribery Act 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. Our expansion outside of the United States has required, and will continue to require, us to dedicate additional resources to comply with these laws, and these laws may preclude us from developing, manufacturing or selling certain 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 penalties, including suspension or debarment from government contracting. Violation of the FCPA can result in significant civil and criminal penalties. Indictment alone under the FCPA can lead to suspension of the right to do business with the U.S. government until the pending claims are resolved. Conviction of a violation of the FCPA can result in long-term disqualification as a government contractor. The termination of a government contract or relationship as a result of our failure to satisfy any of our obligations under laws governing international business practices would have a negative impact on our operations and harm our reputation and ability to procure government contracts. The SEC also may suspend or bar issuers from trading securities on U.S. exchanges for violations of the FCPA's accounting provisions.

***We or our partners may be subject to stringent privacy laws, information security laws, regulations, policies and contractual obligations related to data privacy and security and changes in such laws, regulations, policies or how they are interpreted or changes in contractual obligations could adversely affect our business.***

There are numerous U.S. federal and state data privacy and protection laws and regulations that apply to the collection, transmission, processing, storage and use of personally-identifying information, which among other things, impose certain requirements relating to the privacy, security and transmission of personal information. The legislative and regulatory landscape for privacy and data protection continues to evolve in jurisdictions worldwide, and there has been an increasing focus on privacy and data protection issues with the potential to affect our business. Failure to comply with any of these laws and regulations could result in enforcement action against us, including fines, imprisonment of company officials and public censure, claims for damages by affected individuals, damage to our reputation and loss of goodwill, any of which could have a material adverse effect on our business, financial condition, results of operations or prospects.

If we are unable to properly protect the privacy and security of health-related information or other sensitive or confidential information in our possession, we could be found to have breached our contracts. Further, if we fail to comply with applicable privacy laws, including applicable HIPAA privacy and security standards, we could face significant administrative, civil and criminal penalties. Enforcement activity can also result in financial liability and reputational harm, and responses to such enforcement activity can consume significant internal resources. In addition, state attorneys general are authorized to bring civil actions seeking either injunctions or damages in response to violations that threaten the privacy of state residents. In addition to the risks associated with enforcement activities and potential contractual liabilities, our ongoing efforts to comply with evolving laws and regulations at the federal and state level may be costly and require ongoing modifications to our policies, procedures and systems.

## Risks Related to COVID-19, Employee Matters, Managing Growth and Information Technology

***The COVID-19 pandemic has caused, and could continue to cause, severe disruptions in the U.S., regional and global economies and could seriously harm our development efforts, increase our costs and expenses and have a material adverse effect on our business, financial condition and results of operations.***

The COVID-19 pandemic has caused widespread disruptions to the U.S. and global economy and has contributed to significant volatility and negative pressure in financial markets. The global impact of the pandemic is continually evolving and, as additional cases of the virus are identified, many countries, including the United States, have reacted by instituting quarantines, restrictions on travel and mandatory closures of businesses. Certain states and cities, including where we or the third parties with whom we engage operate, have also reacted by instituting quarantines, restrictions on travel, “stay at home” rules, restrictions on types of business that may continue to operate and restrictions on the types of construction projects that may continue.

The extent to which the COVID-19 pandemic impacts our business, financial condition and results of operations will depend on future developments, which are highly uncertain and cannot be predicted with confidence, including the scope, severity and duration of such pandemic, the actions taken to contain the pandemic or mitigate its impact, as well as the effect of any relaxation of current restrictions within the communities or regions in which we, our partners and proposed clinical sites are located, and the direct and indirect economic effects of the pandemic and containment measures, among others. The rapid development and fluidity of this situation precludes any prediction as to the full adverse impact of the COVID-19 pandemic. Nevertheless, the COVID-19 pandemic has adversely affected, and may continue to adversely affect, our business, financial condition and results of operations, and it has had, and may continue to have, the effect of heightening many of the risks described in this prospectus, including but not limited to, the following:

- The COVID-19 pandemic has had, and will likely continue to have, an adverse impact on various aspects of our on preclinical studies and clinical trials that we expected to initiate in 2020 and 2021. For example, we may experience delays in the initiation of our planned clinical trials, investigators may be deployed to care for COVID-19 patients, IRBs may be backlogged with clinical trials related to the pandemic, patients may defer receiving HSCT, HSCT-donors may be less available to travel for stem cell mobilizations, hospital beds and resources normally dedicated to cancer patients may be redeployed to treat COVID-19 patients and there may be disruption in the supply of critical agents (such as Mylotarg) or other supportive care agents needed for our clinical trials or for HSCT.
- Other potential impacts of the COVID-19 pandemic on our clinical trials include impacts on patient dosing and study monitoring, which may be paused or delayed due to changes in policies at various clinical sites; federal, state, local or foreign laws, rules and regulations, including quarantines or other travel restrictions; the prioritization of healthcare resources toward pandemic efforts, including diminished attention from physicians serving as our clinical trial investigators and reduced availability of site staff supporting the conduct of our clinical trials; and interruption or delays in the operations of the FDA, among other reasons related to the COVID-19 pandemic. If the COVID-19 pandemic continues, other aspects of our planned clinical trial will likely be adversely affected, delayed or interrupted, including, for example, site initiation, patient recruitment and enrollment, availability of clinical trial materials and data analysis. Some patients and clinical investigators may not be able to comply with clinical trial protocols and patients may choose to withdraw from our planned trials once initiated or we may choose to, or be required to, pause enrollment and or patient dosing in our planned clinical trials in order to preserve health resources and protect trial participants. It is unknown how long these pauses or disruptions would continue if they occur.

- We currently rely on or expect to rely on third parties, including CROs, CMOs and other contractors and consultants to, among other things, conduct our preclinical studies and clinical trials, manufacture raw materials, manufacture and supply our product candidates, perform quality testing and supply other goods and services to run our business. If any such third party is adversely impacted by restrictions resulting from the COVID-19 pandemic, including staffing shortages, production slowdowns and disruptions in delivery systems, our supply chain may be disrupted, which could limit our ability to manufacture our product candidates for our planned clinical trials and conduct our research and development operations.
- We have in the past, and may again in the future, be required to establish a work-from-home policy for employees. Any increased reliance on personnel working from home may negatively impact productivity, or disrupt, delay or otherwise adversely impact our business, which includes research and development work that is dependent on a laboratory. In addition, this could increase our cyber security risk, create data accessibility concerns and make us more susceptible to communication disruptions, any of which could adversely impact our business operations or delay necessary interactions with local and federal regulators, ethics committees, manufacturing sites, research or clinical trial sites and other important agencies and contractors.
- Our employees and contractors conducting non-business critical research and development activities have recently not been, and may not in the future be able to, access our laboratory for an extended period of time as a result of work-from-home policies and the possibility that governmental authorities further modify current restrictions. This could delay timely completion of preclinical activities, including completing IND enabling studies or our ability to select future development candidates, and initiation of planned clinical trials for our other product candidates.
- Certain government agencies, such as health regulatory agencies and patent offices, within the United States or internationally have experienced, and may continue to experience, disruptions in their operations as a result of the COVID-19 pandemic. The FDA and comparable foreign regulatory agencies may have slower response times or be under-resourced to continue to monitor our clinical trials and, as a result, review, inspection and other timelines may be materially delayed. FDA has experienced delays in on-site inspections and this could have an impact on the timing for clearance and approvals of BLAs. Health Canada has extended their reviews of Clinical Trial Applications due to resource issues during the pandemic and similar increases in review times of INDs by FDA could occur. Also, the ability of health authorities to meet with us and other companies involved in our research and clinical development activities may be delayed or otherwise adversely affected. It is unknown how long these disruptions could continue. Any elongation or de-prioritization of our clinical trials or delay in regulatory review resulting from such disruptions could materially adversely affect the development and study of our product candidates. For example, regulatory authorities may require that we not distribute a product candidate lot until the relevant agency authorizes its release. Such release authorization may be delayed as a result of the COVID-19 pandemic, which would likely result in delays to our ongoing clinical trials.

***Our future success depends on our ability to retain our Chief Executive Officer, Chief Technology Officer and other key executives and to attract, retain and motivate qualified personnel.***

We are highly dependent on Robert Ang, our Chief Executive Officer, and Sadik Kassim, our Chief Technology Officer, as well as the other principal members of our management and scientific teams. Dr. Ang, Dr. Kassim and such other principal members are employed “at will,” meaning we or they may terminate the employment at any time. We do not maintain “key person” insurance for any of

our executives or other employees. The loss of the services of any of these persons could impede the achievement of our research, development and commercialization objectives.

Recruiting and retaining qualified scientific and clinical personnel and, if we progress the development of our product candidates toward scaling up for commercialization, manufacturing and sales and marketing personnel will also be critical to our success. We may not be able to attract and retain these 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. 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, including our scientific founder, 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. The inability to recruit, or loss of services of certain executives, key employees, consultants or advisors, may impede the progress of our research, development and commercialization objectives and have a material adverse effect on our business, financial condition, results of operations and prospects.

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

As of January 1, 2021, we had 76 full-time employees and, in connection with the growth and advancement of our pipeline and becoming a public company, we expect to increase the number of our employees and the scope of our operations, particularly in the areas of drug development, regulatory affairs and sales and marketing. 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 expected expansion of our operations or recruit and train additional qualified personnel. Moreover, the expected physical 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.

As a growing biotechnology company, we are actively pursuing new platforms and product candidates in many therapeutic areas and across a wide range of diseases. Successfully developing product candidates for and fully understanding the regulatory and manufacturing pathways to all of these therapeutic areas and disease states requires a significant depth of talent, resources and corporate processes in order to allow simultaneous execution across multiple areas. Due to our limited resources, we may not be able to effectively manage this simultaneous execution and the expansion of our operations or recruit and train additional qualified personnel. This may result in weaknesses in our infrastructure, give rise to operational mistakes, legal or regulatory compliance failures, loss of business opportunities, loss of employees and reduced productivity among remaining employees. The physical expansion of our operations may lead to significant costs and may divert financial resources from other projects, such as the development of our product candidates. If our management is unable to effectively manage our expected development and expansion, our expenses may increase more than expected, our ability to generate or increase our revenue could be reduced and we may not be able to implement our business strategy. Our future financial performance and our ability to compete effectively and commercialize our product candidates, if approved, will depend in part on our ability to effectively manage the future development and expansion of our company.



***Our insurance policies may be inadequate and potentially expose us to unrecoverable risks.***

We have limited director and officer insurance and commercial insurance policies. Any significant insurance claims would have a material adverse effect on our business, financial condition and results of operations. Insurance availability, coverage terms and pricing continue to vary with market conditions. We endeavor to obtain appropriate insurance coverage for insurable risks that we identify; however, we may fail to correctly anticipate or quantify insurable risks, we may not be able to obtain appropriate insurance coverage, and insurers may not respond as we intend to cover insurable events that may occur. We have observed rapidly changing conditions in the insurance markets relating to nearly all areas of traditional corporate insurance. Such conditions have resulted in higher premium costs, higher policy deductibles and lower coverage limits. For some risks, we may not have or maintain insurance coverage because of cost or availability.

***Our internal computer systems, or those of our third-party vendors, collaborators or other contractors or consultants, may fail or suffer security breaches, which could result in a material disruption of our product development programs, compromise sensitive information related to our business or prevent us from accessing critical information, potentially exposing us to liability or otherwise adversely affecting our business.***

Our internal computer systems and those of our current and any future third-party vendors, collaborators and other contractors or consultants are vulnerable to damage or interruption from computer viruses, computer hackers, malicious code, employee theft or misuse, denial-of-service attacks, sophisticated nation-state and nation-state-supported actors, unauthorized access, natural disasters, terrorism, war and telecommunication and electrical failures. While we seek to protect our information technology systems from system failure, accident and security breach, if such an event were to occur and cause interruptions in our operations, it could result in a disruption of our development programs and our business operations, whether due to a loss of our trade secrets or other proprietary information or other disruptions. For example, the loss of clinical trial data from future clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. If we were to experience a significant cybersecurity breach of our information systems or data, the costs associated with the investigation, remediation and potential notification of the breach to counter-parties and data subjects could be material. In addition, our remediation efforts may not be successful. If we do not allocate and effectively manage the resources necessary to build and sustain the proper technology and cybersecurity infrastructure, we could suffer significant business disruption, including transaction errors, supply chain or manufacturing interruptions, processing inefficiencies, data loss or the loss of or damage to intellectual property or other proprietary information.

Although we take such steps to help protect confidential and other sensitive information from unauthorized access or disclosure, our information technology and infrastructure has been in the past and may be vulnerable in the future to attacks by hackers or viruses, failures, or breaches due to third-party action, employee negligence or error, malfeasance, or other incidents or disruptions. For example, we could be the target of phishing attacks seeking confidential information regarding our employees. Furthermore, while we have implemented data privacy and security measures in an effort to comply with applicable laws and regulations relating to privacy and data protection, some health-related and other personal information or confidential information may be transmitted to us by third parties, who may not implement adequate security and privacy measures, and it is possible that laws, rules and regulations relating to privacy, data protection, or information security may be interpreted and applied in a manner that is inconsistent with our practices or those of third parties who transmit health-related and other personal information or confidential information to us.

To the extent that we or these third parties are found to have violated such laws, rules or regulations or that any disruption or security breach were to result in a loss of, or damage to, our or our

third-party vendors', collaborators' or other contractors' or consultants' data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur liability including litigation exposure, penalties and fines, we could become the subject of regulatory action or investigation, our competitive position could be harmed and the further development and commercialization of our product candidates could be delayed. Any of the above could have a material adverse effect on our business, financial condition, results of operations or prospects.

#### **Risks Related to this Offering and Ownership of Our Common Stock**

***There has been no prior public market for our common stock. We do not know whether a market will develop for our common stock or what the market price of our common stock will be, and, as a result, it may be difficult for you to sell your shares of our common stock.***

Before this offering, there was no public trading market for our common stock. If a market for our common stock does not develop or is not sustained, it may be difficult for you to sell your shares of common stock at an attractive price or at all. We cannot predict the prices at which our common stock will trade. It is possible that in one or more future periods our results of operations may be below the expectations of public market analysts and investors, and, as a result of these and other factors, the price of our common stock may fall.

***You will incur immediate and substantial dilution as a result of this offering.***

If you purchase common stock in this offering, you will incur immediate and substantial dilution of \$ \_\_\_\_\_ per share, representing the difference between 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, and our pro forma as adjusted net tangible book value per share, as of September 30, 2020, after giving effect to this offering. Moreover, we issued options in the past that allow the holders to acquire common stock at prices significantly below the assumed initial public offering price. As of January 15, 2021, there were 59,872,889 shares subject to outstanding options with a weighted-average exercise price of \$0.17 per share. To the extent that these outstanding options are ultimately exercised or the underwriters exercise their option to purchase additional shares, you will incur further dilution. For a further description of the dilution you will experience immediately after this offering, see the section titled "Dilution."

***The market price of our common stock may be volatile, which could result in substantial losses for investors purchasing shares in this offering.***

The initial public offering price for our common stock will be through negotiations with the underwriters. This initial public offering price may vary from the market price of our common stock after the offering. As a result, you may not be able to sell your common stock at or above the initial public offering price. Some of the factors that may cause the market price of our common stock to fluctuate include:

- the success of existing or new competitive product candidates or technologies;
- the timing and results of preclinical studies and clinical trials for VOR33, VCAR33, the VOR33/VCAR33 Treatment System and any other product candidates that we may develop;
- failure or discontinuation of any of our product development and research programs;
- results of preclinical studies, clinical trials or regulatory approvals of product candidates of our competitors, or announcements about new research programs or product candidates of our competitors;

## [Table of Contents](#)

- developments or changing views regarding the use of genetic medicines, including those that involve genome engineering;
- commencement or termination of collaborations for our product development and research programs;
- 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 research programs, product candidates or clinical development programs;
- the results of our efforts to develop additional product candidates or products;
- actual or anticipated changes in estimates as to financial results, development timelines or recommendations by securities analysts;
- announcement or expectation of additional financing efforts;
- sales of our common stock by us, our insiders or other stockholders;
- expiration of market stand-off or lock-up agreements;
- variations in our financial results or those of companies that are perceived to be similar to us;
- changes in estimates or recommendations by securities analysts, if any, that cover our stock;
- changes in the structure of healthcare payment systems;
- market conditions in the pharmaceutical and biotechnology sectors;
- global or regional public health emergencies, including the COVID-19 pandemic;
- general economic, industry and market conditions; and
- the other factors described in this “Risk Factors” section.

In recent years, the stock market in general, and the market for pharmaceutical and biotechnology companies in particular, has experienced extreme price and volume fluctuations that have often been unrelated or disproportionate to changes in the operating performance of the companies whose stock is experiencing those price and volume fluctuations. Broad market and industry factors may seriously affect the market price of our common stock, regardless of our actual operating performance. These fluctuations may be even more pronounced in the trading market for our stock shortly following this offering. Following periods of such volatility in the market price of a company’s securities, securities class action litigation has often been brought against that company. Because of the potential volatility of our stock price, we may become the target of securities litigation in the future, which could result in substantial costs and divert management’s attention and resources from our business.

***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 be influenced by the research and reports that industry or financial analysts publish about us or our business. We do not currently have and 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

## [Table of Contents](#)

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.

***A significant portion of our total outstanding shares is restricted from immediate resale but may be sold into the market in the near future, which could cause the market price of our common stock to decline significantly, even if our business is doing well.***

Sales of a substantial number of shares of our common stock in the public market could occur at any time. These sales, or the perception in the market that the holders of a large number of shares of common stock intend to sell shares, could reduce the market price of our common stock. After this offering and after giving effect to the conversion of all outstanding shares of our preferred stock into 338,973,691 shares of our common stock upon the closing of this offering, we will have \_\_\_\_\_ shares of common stock outstanding, or \_\_\_\_\_ shares if the underwriters exercise their option to purchase additional shares in full, in each case based on the 351,123,172 shares of our common stock outstanding as of January 15, 2021. Common stock outstanding includes 5,144,811 shares of unvested restricted stock, which are not included as outstanding for accounting purposes and are not included as outstanding shares in our consolidated financial statements. Of these shares, the \_\_\_\_\_ shares (or \_\_\_\_\_ shares if the underwriters exercise their option to purchase additional shares in full) we are selling in this offering may be resold in the public market immediately, unless purchased by our affiliates. Substantially all of the remaining shares are currently restricted under securities laws or as a result of lock-up or other agreements, but will be able to be sold after this offering as described in the “Shares eligible for future sale” section of this prospectus. Moreover, after this offering, holders of an aggregate of 338,973,691 shares of our common stock will have rights, subject to conditions, to require us to file registration statements covering their shares or to include their shares in registration statements that we may file for ourselves or other stockholders. We also plan to register all shares of common stock that we may issue under our equity compensation plans or that are issuable upon exercise of outstanding options. Once we register these shares, they can be freely sold in the public market upon issuance and once vested, subject to volume limitations applicable to affiliates and the lock-up agreements described in the section titled “Underwriting.” If any of these additional shares 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.

***Participation in this offering by our existing stockholders and/or their affiliated entities may reduce the public float for our common stock.***

To the extent our existing stockholders who are our affiliates or their affiliated entities participate in this offering, such purchases would reduce the non-affiliate public float of our common stock after this offering, which is the number of shares of common stock that are not held by our officers, directors and affiliated stockholders. A reduction in the public float could reduce the number of shares of common stock that can be traded at any given time, which could adversely impact the liquidity of our common stock and depress the price at which you may be able to sell shares of common stock purchased in this offering.

***Insiders will continue to have substantial control over us after this offering, which could limit your ability to affect the outcome of key transactions, including a change of control.***

After this offering, our directors and executive officers and their affiliates will beneficially own shares representing approximately \_\_\_\_\_ % of our outstanding common stock. Further, we anticipate that Kush Parmar, a member of our board of directors and member of 5AM Venture Management, LLC will beneficially own an aggregate of approximately \_\_\_\_\_ % of our common stock following this offering. As a result, these stockholders, if they act together, will be able to influence our management and affairs.

and all matters requiring stockholder approval, including the election of directors and approval of significant corporate transactions, such as a merger or other sale of our company or its assets. This concentration of ownership may have the effect of delaying or preventing a change in control of our company or discouraging a potential acquirer from making a tender offer or otherwise attempting to obtain control, even if that change in control would benefit our other stockholders. This significant concentration of ownership may also adversely affect the trading price for our common stock because investors often perceive disadvantages in owning stock in companies with controlling stockholders. For information regarding the ownership of our outstanding stock by our executive officers, directors, and current beneficial owners of 5% or more of our voting securities and their respective affiliates, please see the section titled "Principal Stockholders."

***If we fail to establish and maintain proper and effective internal control over financial reporting, our operating results and our ability to operate our business could be harmed.***

Ensuring that we have adequate internal financial and accounting controls and procedures in place so that we can produce accurate financial statements on a timely basis is a costly and time-consuming effort that needs to be re-evaluated frequently. Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with generally accepted accounting principles. In connection with this offering, we intend to begin the process of documenting, reviewing and improving our internal controls and procedures for compliance with Section 404 of the Sarbanes-Oxley Act of 2002 (SOX) which will require annual management assessment of the effectiveness of our internal control over financial reporting.

Implementing any appropriate changes to our internal controls may distract our officers and employees, entail substantial costs to modify our existing processes and take significant time to complete. These changes may not, however, be effective in maintaining the adequacy of our internal controls, and any failure to maintain that adequacy, or consequent inability to produce accurate financial statements on a timely basis, could increase our operating costs and harm our business. In addition, investors' perceptions that our internal controls are inadequate or that we are unable to produce accurate financial statements on a timely basis may harm our common share price and make it more difficult for us to effectively market and sell our service to new and existing customers.

***We are an "emerging growth company" and a "smaller reporting company," and the reduced disclosure requirements applicable to emerging growth companies and smaller reporting companies may make our common stock less attractive to investors.***

We are an "emerging growth company," as defined in the Jumpstart Our Business Startups Act of 2012 (the JOBS Act), and may remain an emerging growth company for up to five years. For so long as we remain an emerging growth company, we are permitted and plan 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 SOX, 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, reduced disclosure obligations regarding executive compensation, exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved, and being permitted to provide 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 in this prospectus. As a result, the information we provide stockholders will be different than the information that is available with respect to other public

companies. 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 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 irrevocably elected not to avail ourselves of this exemption from new or revised accounting standards, and, therefore, we will be subject to the same new or revised accounting standards as other public companies that are not emerging growth companies.

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 is 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 is 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.

***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 and corporate governance practices.***

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. The Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of The Nasdaq Global Select Market and other applicable securities rules and regulations impose various requirements on public companies, including establishment and maintenance of effective disclosure and financial controls and corporate governance practices. We expect that we will need to hire additional accounting, finance and other personnel in connection with our becoming, and our efforts to comply with the requirements of being, a public company, and our management and other personnel will need to devote a substantial amount of time towards maintaining compliance with these requirements. These requirements will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. For example, we expect that the rules and regulations applicable to us as a public company may make it more difficult and more expensive for us to obtain director and officer liability insurance, which could make it more difficult for us to attract and retain qualified members of our board of directors. We are currently evaluating these rules and regulations and cannot predict or estimate the amount of additional costs we may incur or the timing of such costs. These rules and regulations are often subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices.

Pursuant to SOX Section 404, we will be required to furnish a report by our management on our internal control over financial reporting beginning with our second filing of an Annual Report on Form 10-K with the SEC after we become a public company. However, while we remain an emerging growth or a smaller reporting company with less than \$100 million in annual revenue, 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 SOX 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, 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 we will not be able to conclude, within the prescribed timeframe or at all, that our internal control over financial reporting is effective as required by SOX Section 404. If we identify one or more material weaknesses, it could result in an adverse reaction in the financial markets due to a loss of confidence in the reliability of our financial statements.

***Our management team has broad discretion in the use of the net proceeds from this offering and may not use them effectively.***

We cannot specify with certainty the particular uses of the net proceeds we will receive from this offering. Our management will have broad discretion in the application of the net proceeds, including for any of the purposes described in "Use of Proceeds." Accordingly, you will have to rely upon the judgment of our management with respect to the use of the proceeds, with only limited information concerning management's specific intentions. Our management may spend a portion or all of the net proceeds from this offering in ways that our stockholders may not desire or that may not yield a favorable return. The failure by our management to apply these funds effectively could harm our business, financial condition, results of operations and prospects. Pending their use, we may invest the net proceeds from this offering in a manner that does not produce income or that loses value.

***We do not expect to pay any dividends for the foreseeable future. Investors in this offering may never obtain a return on their investment.***

We have never declared or paid any cash dividends on our equity securities. You should not rely on an investment in our common stock to provide dividend income. We do not anticipate that we will pay any dividends to holders of our common stock in the foreseeable future. Instead, we plan to retain any earnings to maintain and expand our existing operations. In addition, any future credit facility that we enter into may contain terms prohibiting or limiting the amount of dividends that may be declared or paid on our common stock. Accordingly, investors must rely on sales of their common stock after price appreciation, which may never occur, as the only way to realize any return on their investment. As a result, investors seeking cash dividends should not purchase our common stock.

***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. A severe or prolonged economic downturn, or additional global financial crises, whether related to the ongoing COVID-19 pandemic or not, could result in a variety of risks to our business, including weakened demand for our product candidates, if approved, or 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. 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.



***Provisions in our certificate of incorporation and bylaws and under Delaware law could make a change in control 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.***

Provisions in our certificate of incorporation, which will become effective immediately after the completion of this offering, and our bylaws, which will become effective immediately prior to the completion of this offering, may discourage, delay or prevent a merger, acquisition or other change in control of us that stockholders may consider favorable, including transactions in which you might otherwise receive a premium for your shares. These provisions also could limit the price that investors might be willing to pay in the future for shares of our common stock, thereby depressing the market price of our common stock. In addition, because our board of directors is responsible for appointing the members of our management team, these provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors. Among other things, these provisions:

- establish a classified board of directors such that not all members of the board are elected at one time;
- allow the authorized number of our directors to be changed only by resolution of our board of directors;
- limit the manner in which stockholders can remove directors from the board;
- establish advance notice requirements for stockholder proposals that can be acted on at stockholder meetings and nominations to our board of directors;
- require that stockholder actions must be effected at a duly called stockholder meeting and prohibit actions by our stockholders by written consent;
- limit who may call stockholder meetings;
- authorize our board of directors to issue preferred stock without stockholder approval, which could be used to institute a stockholder rights plan, or so-called “poison pill,” that would work to dilute the stock ownership of a potential hostile acquirer, effectively preventing acquisitions that have not been approved by our board of directors; and
- require the approval of the holders of at least 66 $\frac{2}{3}$ % of the votes that all our stockholders would be entitled to cast to amend or repeal certain provisions of our charter or bylaws.

Moreover, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law (DGCL), which prohibits a person who owns in excess of 15% of our outstanding voting stock from merging or combining with us for a period of three years after the date of the transaction in which the person acquired in excess of 15% of our outstanding voting stock, unless the merger or combination is approved in a prescribed manner. We have not elected to opt out of DGCL Section 203. These provisions could discourage potential acquisition proposals and could delay or prevent a change in control transaction. They could also have the effect of discouraging others from making tender offers for our common stock, including transactions that may be in your best interests. These provisions may also prevent changes in our management or limit the price that investors are willing to pay for our common stock.

***Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware and the federal district courts of the United States of America will be the exclusive forums for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers or employees.***

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware is the exclusive forum for the following types of actions or proceedings under Delaware statutory or common law:

- any derivative action or proceeding brought on our behalf;
- any action asserting a breach of fiduciary duty;
- any action asserting a claim against us arising under the Delaware General Corporation Law, our amended and restated certificate of incorporation or our amended and restated bylaws; and
- any action asserting a claim against us that is governed by the internal-affairs doctrine.

This provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act. Furthermore, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all such Securities Act actions. Accordingly, both state and federal courts have jurisdiction to entertain such claims. To prevent having to litigate claims in multiple jurisdictions and the threat of inconsistent or contrary rulings by different courts, among other considerations, our amended and restated certificate of incorporation further provides that the federal district courts of the United States will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. While the Delaware courts have determined that such choice of forum provisions are facially valid, a stockholder may nevertheless seek to bring a claim in a venue other than those designated in the exclusive forum provisions. In such instance, we would expect to vigorously assert the validity and enforceability of the exclusive forum provisions of our amended and restated certificate of incorporation. This may require significant additional costs associated with resolving such action in other jurisdictions and there can be no assurance that the provisions will be enforced by a court in those other jurisdictions.

These exclusive forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers or other employees, which may discourage lawsuits against us and our directors, officers and other employees. If a court were to find either exclusive-forum provision in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving the dispute in other jurisdictions, which could seriously harm our business.

## SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements that involve substantial risks and uncertainties. The forward-looking statements are contained principally in the sections titled "Prospectus Summary," "Risk Factors," "Management's Discussion and Analysis of Financial Condition and Results of Operations," "Business" and elsewhere in this prospectus. In some cases, you can identify forward-looking statements by terms such as "may," "will," "should," "expect," "plan," "anticipate," "could," "intend," "target," "project," "estimate," "believe," "estimate," "predict," "potential" or "continue" or the negative of these terms or other similar expressions intended to identify statements about the future. These statements speak only as of the date of this prospectus and involve known and unknown risks, uncertainties and other important 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 the forward-looking statements. We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our business, financial condition and results of operations. These forward-looking statements include, without limitation, statements about:

- the timing, progress and results of our preclinical studies and clinical trials of our product candidates, 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;
- the timing of clinical trials and timing of expected clinical results for our current and future product candidates;
- the timing of any submission of filings for regulatory approval of, and our ability to obtain and maintain regulatory approvals for our product candidates for any indication;
- the outbreak of the novel strain of coronavirus disease, COVID-19, which could adversely impact our business, including our preclinical studies and clinical trials;
- our ability to identify patients with the diseases treated by our product candidates, and to enroll patients in trials;
- our expectations regarding the market acceptance and opportunity for and clinical utility of our product candidates, if approved for commercial use;
- our expectations regarding the scope of any approved indication for any product candidate;
- our ability to successfully commercialize our product candidates;
- our estimates of our expenses, ongoing losses, future revenue, capital requirements and our need for or ability to obtain additional funding before we can expect to generate any revenue from product sales;
- our ability to establish or maintain collaborations or strategic relationships;
- our ability to identify, recruit and retain key personnel;
- our reliance upon intellectual property licensed from third parties and our ability to obtain such licenses on commercially reasonable terms or at all;
- our ability to protect and enforce our intellectual property position for our product candidates, and the scope of such protection;
- our financial performance;
- the period over which we estimate our existing cash and cash equivalents will be sufficient to fund our future operating expenses and capital expenditure requirements;

## [Table of Contents](#)

- our expected use of our existing resources and the proceeds from this offering;
- our competitive position and the development of and projections relating to our competitors or our industry;
- our estimates regarding future revenue, expenses and needs for additional financing;
- the impact of laws and regulations; and
- our expectations regarding the time during which we will be an emerging growth company under the JOBS Act.

The foregoing list of risks is not exhaustive. Other sections of this prospectus may include additional factors that could harm our business and financial performance. Moreover, we operate in an evolving environment. New risk factors and uncertainties may emerge from time to time, and it is not possible for management to predict all risk factors and uncertainties. As a result of these factors, we cannot assure you that the forward-looking statements in this prospectus will prove to be accurate. Except as required by applicable law, we do not plan to publicly update or revise any forward-looking statements contained herein, whether as a result of any new information, future events, changed circumstances or otherwise. You should, however, review the factors and risks and other information we describe in the reports we will file from time to time with the SEC after the date of this prospectus.

Because forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified and some of which are beyond our control, you should not rely on these forward-looking statements as predictions of future events. Although we believe that we have a reasonable basis for each forward-looking statement contained in this prospectus, the events and circumstances reflected in our forward-looking statements may not be achieved or occur and actual results could differ materially from those projected in the forward-looking statements. You should refer to the section titled "Risk Factors" for a discussion of important factors that may cause our actual results to differ materially from those expressed or implied by our forward-looking statements.

You should read this prospectus and the documents that we reference in this prospectus and have filed 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 what we expect. We qualify all of our forward-looking statements by these cautionary statements.

## MARKET AND INDUSTRY DATA

We obtained the industry, statistical and market data in this prospectus from our own internal estimates and research as well as from industry and general publications and research, surveys and studies conducted by third parties. In some cases, we do not expressly refer to the sources from which this data is derived. All of the market data used in this prospectus involve a number of assumptions and limitations, and the sources of such data cannot guarantee the accuracy or completeness of such information. While we believe that each of these studies and publications is reliable, the industry in which we operate is subject to a high degree of uncertainty and risk due to a variety of important factors, including those described in the section titled "Risk Factors." These and other factors could cause results to differ materially from those expressed in the estimates made by third parties and by us.

## USE OF PROCEEDS

We estimate that the net proceeds from our issuance and sale of \_\_\_\_\_ shares of our common stock in this offering will be approximately \$ \_\_\_\_\_ million (or approximately \$ \_\_\_\_\_ million if the underwriters exercise in full their option to purchase up to additional shares), 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 the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

Each \$1.00 increase (decrease) in the assumed initial public offering price of \$ \_\_\_\_\_ per share would increase (decrease) the net proceeds to us 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 the estimated underwriting discounts and commissions and estimated offering expenses payable by us. Each increase (decrease) of 1.0 million in the number of shares we are offering would increase (decrease) the net proceeds to us from this offering, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, by \$ \_\_\_\_\_ million, assuming the assumed initial public offering price stays the same. We do not expect that a change in the offering price or the number of shares by these amounts would have a material effect on our intended uses of the net proceeds from this offering, although it may impact the amount of time prior to which we may need to seek additional capital.

The principal purposes of this offering are to obtain additional capital to support our operations, to create a public market for our common stock and to facilitate our future access to the public equity markets. We intend to use the net proceeds from this offering, together with our existing cash and cash equivalents, as follows:

- approximately \$ \_\_\_\_\_ million for the advancement of VOR33, including the completion of our Phase 1/2a clinical trial, and preclinical development of VOR33 for the treatment of MDS/MPN;
- approximately \$ \_\_\_\_\_ million for the advancement of VCAR33, including the initiation of, and receipt of initial clinical data from, our planned Phase 1/2 clinical trial in adult AML; and
- the remainder for the expansion of our pipeline and platform, including to advance the research and development of additional eHSC and internal CAR-T programs, as well as for capital expenditures, working capital and other general corporate purposes.

We may also use a portion of the remaining net proceeds to in-license, acquire or invest in complementary businesses, technologies, products or assets, although we have no current agreements, commitments or understandings to do so.

We believe that the net proceeds of this offering, together with our existing cash and cash equivalents, will enable us to fund our operations for the next \_\_\_\_\_ months. We have based these estimates on assumptions that may prove to be wrong, and we could use our available capital resources sooner than we expect. We do not anticipate that the expected net proceeds from this offering, together with our existing cash, will be sufficient for us to fund any of our product candidates through regulatory approval, and we will need to raise substantial additional capital to complete the development and commercialization of our product candidates. We may satisfy our future cash needs through the sale of equity securities, debt financings, working capital lines of credit, corporate collaborations or license agreements, grant funding, interest income earned on invested cash balances or a combination of one or more of these sources.

This expected use of net proceeds from this offering and our existing cash and cash equivalents represents our intentions based upon our current plans and business conditions, which could change

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[Table of Contents](#)

in the future as our plans and business conditions evolve. The amounts and timing of our actual expenditures may vary significantly depending on numerous factors, including the progress of our development, the status of and results from clinical trials, as well as any collaborations that we may enter into with third parties for our drug candidates, and any unforeseen cash needs. As a result, our management will have broad discretion in the application of the net proceeds from this offering, and investors will be relying on the judgment of our management regarding the application of those net proceeds. The timing and amount of our actual expenditures will be based on many factors, including cash flows from operations and the anticipated growth of our business. Pending these uses, we plan to invest these net proceeds in short-term, interest bearing obligations, investment-grade instruments, certificates of deposit or direct or guaranteed obligations of the United States.



## **DIVIDEND POLICY**

We have never declared or paid, and do not anticipate declaring or paying, in the foreseeable future, any cash dividends on our capital stock. We currently intend to retain all available funds and any future earnings to support our operations and finance the growth and development of our business. Any future determination related to our dividend policy will be made at the discretion of our board of directors and will depend upon, among other factors, our results of operations, financial condition, capital requirements, contractual restrictions, business prospects and other factors our board of directors may deem relevant.

## CAPITALIZATION

The following table sets forth our cash and cash equivalents and our capitalization as of September 30, 2020:

- on an actual basis;
- on a pro forma basis to give effect to: (i) the issuance and sale of 87,259,605 shares of Series B convertible preferred stock subsequent to September 30, 2020, (ii) the automatic conversion of all shares of our redeemable convertible preferred stock into an aggregate of 338,973,691 shares of our common stock, and (iii) 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 effect to: (i) the pro forma adjustments described above, and (ii) our issuance and sale of \_\_\_\_\_ shares of 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 the estimated underwriting discounts and estimated offering expenses payable by us. 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.

Our capitalization following the closing of this offering will depend on the actual initial public offering price and other terms of this offering determined at pricing. You should read this information in conjunction with our financial statements and the related notes appearing elsewhere in this prospectus, the sections titled "Selected Financial Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and other financial information contained in this prospectus.

	As of September 30, 2020		
	Actual	Pro Forma	Pro Forma As Adjusted
	(in thousands, except share and per share data)		
Cash and cash equivalents	\$ 63,604	\$ _____	\$ _____
Redeemable convertible preferred stock (Series A-1, Series A-2 and Series B) \$0.0001 par value; 338,973,691 shares authorized and 251,714,086 shares issued and outstanding, actual; no shares issued or outstanding, pro forma; no shares authorized, issued or outstanding, pro forma as adjusted	\$107,336	\$ _____	\$ _____
Stockholders' deficit:			
Common stock, \$0.0001 par value; 420,000,000 shares authorized, 7,895,919 shares issued and 3,777,349 shares outstanding, actual; _____ shares authorized, _____ shares issued and outstanding, pro forma; _____ shares authorized, _____ shares issued and outstanding, pro forma as adjusted	—		
Additional paid-in capital	1,419		
Accumulated deficit	(45,561)		
Total stockholders' deficit	(44,142)		
Total capitalization	\$ 63,194	\$ _____	\$ _____

Each \$1.00 increase (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

## [Table of Contents](#)

(decrease) the pro forma as adjusted amount of each of our cash and cash equivalents, additional paid-in capital, total stockholders' deficit and total capitalization 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 the estimated underwriting discounts and commissions and estimated offering expenses payable by us. Each increase (decrease) of 1.0 million shares in the number of shares offered by us at the assumed initial public offering price per share of \$ \_\_\_\_\_ per share, would increase (decrease) the pro forma as adjusted amount of each of our additional paid-in capital, total stockholders' deficit and total capitalization by \$ \_\_\_\_\_ million.

The number of shares of our common stock outstanding in the table above is based on 259,610,005 shares of our common stock outstanding as of September 30, 2020 after giving effect to the pro forma adjustments described above (which includes 4,118,570 shares issued that are subject to forfeiture or our right to repurchase as of such date, but which are not considered outstanding for accounting purposes) and excludes:

- 57,350,139 shares of our common stock issuable upon the exercise of options outstanding under the 2015 Plan as of September 30, 2020, at a weighted-average exercise price of \$0.13 per share;
- 4,000,000 shares of our common stock issuable upon the exercise of an option granted outside of the 2015 Plan subsequent to September 30, 2020, at an exercise price of \$2.08 per share;
- 7,674,601 shares of our common stock reserved for future issuance under the 2015 Plan as of September 30, 2020, which shares will cease to be available for issuance at the time the 2021 Plan becomes effective and will be added to, and become available for issuance under, the 2021 Plan;
- \_\_\_\_\_ shares of our common stock issuable upon the exercise of stock options to be granted under the 2021 Plan upon the pricing of this offering to certain of our executive officers, directors, employees and consultants with an exercise price per share equal to the initial public offering price per share;
- \_\_\_\_\_ shares of our common stock reserved for future issuance under the 2021 Plan, which will become effective in connection with this offering, as well as any automatic increases in the number of shares of common stock reserved for future issuance under the 2021 Plan; and
- \_\_\_\_\_ shares of our common stock reserved for future issuance under the ESPP, which will become effective in connection with this offering, as well as any automatic increases in the number of shares of common stock reserved for future issuance under the ESPP.

## DILUTION

If you invest in our common stock in this offering, your ownership interest will be immediately diluted 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.

As of September 30, 2020, we had a historical net tangible book value (deficit) of \$(44.5) million, or \$(5.64) per share of common stock. Our historical net tangible book value (deficit) per share represents total tangible assets less total liabilities, divided by the 7,895,919 shares of our common stock outstanding as of September 30, 2020 (which includes 4,118,570 shares subject to forfeiture or our right to repurchase as of such date, but which are not considered outstanding for accounting purposes).

Our pro forma net tangible book value (deficit) as of September 30, 2020 was \$ \_\_\_\_\_, or \$ \_\_\_\_\_ 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 (i) the issuance and sale of 87,259,605 shares of Series B convertible preferred stock subsequent to September 30, 2020 and (ii) the automatic conversion of all shares of our redeemable convertible preferred stock into an aggregate of 338,973,691 shares of our common stock. 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 September 30, 2020, after giving effect to the pro forma adjustment described above.

After giving further effect to the sale of \_\_\_\_\_ shares of 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 the estimated underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value as of September 30, 2020 would have been \$ \_\_\_\_\_ million, or \$ \_\_\_\_\_ per share. This amount represents an immediate increase in pro forma net tangible book value of \$ \_\_\_\_\_ per share to our existing stockholders and immediate dilution of \$ \_\_\_\_\_ per share to new investors in this offering. We determine dilution by subtracting the pro forma as adjusted net tangible book value per share after this offering from the amount of cash that a new investor paid for a share of common stock in this offering.

The following table illustrates this dilution:

Assumed initial public offering price per share	\$
Historical net tangible book value (deficit) per share as of September 30, 2020	\$(5.64)
Increase per share attributable to the pro forma adjustments described above	_____
Pro forma net tangible book value per share as of September 30, 2020	_____
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 common shares in this offering	\$ _____

The dilution information discussed above is illustrative only and will change based on the actual initial public offering price and other terms of this offering determined at pricing. Each \$1.00 increase

## [Table of Contents](#)

(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 (decrease) the pro forma as adjusted net tangible book value per share after this offering by \$ \_\_\_\_\_, and dilution per share to new investors participating 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 the estimated underwriting discounts and commissions and estimated offering expenses payable by us. Each increase of 1.0 million shares in the number of shares we are offering 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 investors participating in this offering by \$ \_\_\_\_\_, assuming no change in the assumed initial public offering price per share and after deducting the estimated underwriting discounts and commissions. Each decrease of 1.0 million shares in the number of shares we are offering 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 per share and after deducting the estimated underwriting discounts and commissions.

If the underwriters exercise their option to purchase additional shares of our common stock in full, our pro forma as adjusted net tangible book value after this offering would be \$ \_\_\_\_\_ per share, the increase in pro forma as adjusted net tangible book value per share would be \$ \_\_\_\_\_ and the dilution per share to new investors participating in this offering would be \$ \_\_\_\_\_ per share, in each case 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.

The following table summarizes, as of September 30, 2020, on the pro forma as adjusted basis described above, the differences between the number of shares purchased from us, the total consideration paid to us in cash and the average price per share that existing stockholders and new investors paid for such shares. 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 the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

	Total Shares		Total Consideration		Weighted-Average Price Per Share
	Number	Percent	Amount	Percent	
Existing stockholders		%	\$	%	\$
New investors					\$
Total		100.0%	\$	100.0%	

The foregoing tables and calculations are based on the number of shares of our common stock outstanding as of September 30, 2020 (which includes 4,118,570 shares issued that are subject to forfeiture or our right to repurchase as of such date, but which are not considered outstanding for accounting purposes), after giving effect to the conversion of outstanding shares of our redeemable convertible preferred stock outstanding as of September 30, 2020 into an aggregate of 251,714,086 shares of common stock, and excludes:

- 57,350,139 shares of our common stock issuable upon the exercise of options outstanding under the 2015 Plan as of September 30, 2020, at a weighted-average exercise price of \$0.13 per share;
- 4,000,000 shares of our common stock issuable upon the exercise of an option granted outside of the 2015 Plan subsequent to September 30, 2020, at an exercise price of \$2.08 per share;

## [Table of Contents](#)

- 7,674,601 shares of our common stock reserved for future issuance under the 2015 Plan as of September 30, 2020, which shares will cease to be available for issuance at the time the 2021 Plan becomes effective and will be added to, and become available for issuance under, the 2021 Plan;
- shares of our common stock issuable upon the exercise of stock options to be granted under the 2021 Plan upon the pricing of this offering to certain of our executive officers, directors, employees and consultants with an exercise price per share equal to the initial public offering price per share;
- shares of our common stock reserved for future issuance under the 2021 Plan, which will become effective in connection with this offering, as well as any automatic increases in the number of shares of common stock reserved for future issuance under the 2021 Plan; and
- shares of our common stock reserved for future issuance under the ESPP, which will become effective in connection with this offering, as well as any automatic increases in the number of shares of common stock reserved for future issuance under the ESPP.

To the extent that stock options are exercised, new stock options are issued under our equity incentive plan or we issue additional shares of common stock in the future, there will be further dilution to investors participating in this offering. In addition, we may choose to raise additional capital because of market conditions or strategic considerations, even if we believe that we have sufficient funds for our current or future operating plans. If we raise additional capital through the sale of equity or convertible debt securities, the issuance of these securities could result in further dilution to our stockholders.

## SELECTED FINANCIAL DATA

The following tables set forth our selected financial data for the periods indicated. The selected statements of operations data for the years ended December 31, 2018 and 2019 have been derived from our audited financial statements appearing elsewhere in this prospectus. The statements of operations data for the nine months ended September 30, 2019 and 2020 and the balance sheet data as of September 30, 2020 have been derived from our unaudited condensed financial statements appearing elsewhere in this prospectus and have been prepared on a basis consistent with our audited financial statements. In the opinion of management, the unaudited financial data reflect all adjustments, consisting only of normal, recurring adjustments, necessary for a fair statement of the financial information in those statements.

The selected financial data in this section are not intended to replace our financial statements and are qualified in their entirety by our financial statements and related notes included elsewhere in this prospectus. Our historical results are not necessarily indicative of the results that should be expected in the future. You should read the following selected financial data together with our financial statements and the related notes appearing elsewhere in this prospectus and the section of this prospectus titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations.”

	<u>Year Ended December 31,</u>		<u>Nine Months Ended September 30,</u>	
	<u>2018</u>	<u>2019</u>	<u>2019</u>	<u>2020</u>
	(unaudited)			
	(in thousands, except share and per share data)			
<b>Statements of Operations Data:</b>				
Operating expenses:				
Research and development	\$ 2,433	\$ 6,200	\$ 3,236	\$ 20,288
General and administrative	427	4,217	3,253	7,415
Total operating expenses	<u>2,860</u>	<u>10,417</u>	<u>6,489</u>	<u>27,703</u>
Loss from operations	<u>(2,860)</u>	<u>(10,417)</u>	<u>(6,489)</u>	<u>(27,703)</u>
Other income (expense):				
Interest income	—	154	119	29
Interest expense related to convertible notes	(1,003)	(608)	(608)	—
Change in fair value of derivative liabilities	(289)	32	32	—
Total other income (expense)	<u>(1,292)</u>	<u>(422)</u>	<u>(457)</u>	<u>29</u>
Net loss and comprehensive loss	<u>(4,152)</u>	<u>(10,839)</u>	<u>(6,946)</u>	<u>(27,674)</u>
Cumulative dividends on redeemable convertible preferred stock	—	(1,773)	(1,267)	(3,755)
Net loss attributable to common stockholders	<u>\$ (4,152)</u>	<u>\$ (12,612)</u>	<u>\$ (8,213)</u>	<u>\$ (31,429)</u>
Net loss per share attributable to common stockholders, basic and diluted <sup>(1)</sup>	<u>\$ (3.48)</u>	<u>\$ (8.07)</u>	<u>\$ (5.30)</u>	<u>\$ (13.08)</u>
Weighted-average common shares outstanding, basic and diluted <sup>(1)</sup>	<u>1,193,813</u>	<u>1,563,590</u>	<u>1,548,377</u>	<u>2,403,710</u>
Pro forma net loss per share attributable to common stockholders, basic and diluted (unaudited) <sup>(1)</sup>		<u>\$ (0.14)</u>		<u>\$ 0.17</u>
Pro forma weighted-average common shares outstanding, basic and diluted (unaudited) <sup>(1)</sup>		<u>76,982,759</u>		<u>166,032,107</u>

## [Table of Contents](#)

- (1) See Notes 2 and 16 to our audited financial statements and Notes 2 and 13 to our unaudited condensed financial statements, each appearing elsewhere in this prospectus, for details on the calculation of basic and diluted net loss per share attributable to common stockholders and our basic and diluted pro forma net loss per share, and the weighted-average shares used in computing the per share amounts.

	<u>December 31,</u>		<u>September 30,</u>
	<u>2018</u>	<u>2019</u>	<u>2020</u>
	<u>(in thousands)</u>		
<b>Balance Sheet Data:</b>			
Cash and cash equivalents	\$ 929	\$ 6,466	\$ 63,604
Working capital(1)	(6,838)	5,353	57,924
Total assets	1,007	9,826	88,525
Total liabilities	7,774	2,186	25,331
Redeemable convertible preferred stock	2	25,069	107,336
Accumulated deficit	(7,048)	(17,887)	(45,561)
Total stockholders' deficit	(6,769)	(17,429)	(44,142)

- (1) We define working capital as current assets less current liabilities. See our financial statements and the related notes appearing elsewhere in this prospectus for further details regarding our current assets and current liabilities.



## 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 section titled "Selected Financial Data" and our financial statements and related notes included elsewhere in this prospectus. Some of the information contained in this discussion and analysis or set forth elsewhere in this prospectus, including information with respect to our plans and strategy for our business and related financing, includes forward-looking statements that involve risks and uncertainties. As a result of many factors, including those factors set forth in the section titled "Risk Factors," 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. Please also see the section titled "Cautionary Note Regarding Forward-Looking Statements."*

### Overview

We are a clinical-stage cell therapy company combining a novel patient engineering approach with targeted therapies to provide a single company solution for patients suffering from hematological malignancies. Leveraging our expertise in hematopoietic stem cell (HSC) biology and genome engineering, we genetically modify HSCs to remove surface targets expressed by cancer cells and then provide these cells as stem cell transplants to patients. Once these cells engraft into bone marrow, we will have engineered the patient such that their HSCs and their blood cell progeny are designed to be treatment resistant to targeted therapies, which we believe will unlock the potential of these targeted therapies to selectively destroy cancerous cells while sparing healthy cells. As a result, our eHSCs are designed to limit the on-target toxicities associated with these targeted therapies, which we refer to as companion therapeutics, thereby enhancing their utility and broadening their applicability.

We are developing our lead eHSC product candidate, VOR33, and our companion therapeutic, VCAR33, which together, we believe, have the potential to transform the treatment paradigm for acute myeloid leukemia (AML) and other hematological malignancies. We use genome engineering technology to remove CD33 surface targets from HSCs to create VOR33. VCAR33 is a chimeric antigen receptor (CAR)-T therapy candidate designed to target CD33, a clinically-validated target for AML. A T cell therapy candidate using the same CAR construct as VCAR33 is currently in an investigator-initiated Phase 1/2 trial for the treatment of patients with AML that is sponsored by the National Marrow Donor Program (NMDP), with initial monotherapy proof-of-concept data expected in 2022, depending on the investigator's timing of data release. We believe the T cell therapy being evaluated in the NMDP trial is comparable to VCAR33 and that the trial, if successful, will support future clinical development of VCAR33. Therefore, unless the context requires otherwise, we refer to this program, collectively, as VCAR33. Our Investigational New Drug (IND) application for VOR33 in patients with AML was accepted by the U.S. Food and Drug Administration (FDA) in January 2021, and we intend to initiate a first-in-human Phase 1/2a trial of VOR33 in AML patients in combination with Mylotarg in the first half of 2021. We expect initial data from this trial to be reported in late 2021 or in the first half of 2022. If successful, this trial will provide important validating evidence of the potential of VOR33 and our broader eHSC approach, which we believe has significant potential to improve clinical outcomes for hematological malignancies beyond AML and change the standard of care. We are developing VOR33 as an eHSC product candidate to replace the standard of care in transplant settings. Once the VOR33 cells have engrafted, we believe patients can be treated with anti-CD33 therapies, such as Mylotarg or VCAR33, with limited on-target toxicity, leading to durable anti-tumor activity and potential cures. In preclinical studies, we have observed that the removal of CD33 provided robust protection of these healthy donor HSCs from the cytotoxic effects of CD33-directed companion therapeutics yet had no deleterious effects on the differentiation or function of hematopoietic cells.

## [Table of Contents](#)

VCAR33 is a CD33-directed CAR-T therapy that we intend to initially develop as a bridge-to-transplant monotherapy for relapsed/refractory AML, where patients have failed prior lines of therapy and need further treatment to achieve morphologic remission and, if possible, subsequent HSCT. This setting sources T cells from the patient (autologous cells) and is the setting in which the NMDP is currently evaluating VCAR33 in a multi-site Phase 1/2 clinical trial in young adult and pediatric patients with relapsed/refractory AML. We expect investigators to report initial clinical data from this trial in 2022. We licensed VCAR33 from the National Institutes of Health (NIH), and we are currently in discussions with the NMDP to assume sponsorship and oversight of the ongoing VCAR33 trial prior to its completion or to otherwise obtain the right to cross-reference the trial results in future IND applications.

We believe VOR33 and VCAR33 could be highly synergistic as a Treatment System, potentially enabling prolonged remissions or cures in the post-transplant setting. We intend to investigate the VOR33/VCAR33 Treatment System, entailing VOR33 eHSC therapy followed by VCAR33 as a companion therapeutic, initially for transplant-eligible patients suffering from AML. We believe VCAR33 could be a potent anticancer therapy that, when combined with VOR33, could help obviate severe on-target myeloablative toxicities and unlock the efficacy potential of VCAR33. In addition, in this setting VCAR33 T cells could be sourced from the same cell source as VOR33 (allogeneic cells), which may provide benefits such as a healthier, more abundant cell source alongside lower risk of host T cells attacking CAR-T cells, thereby potentially prolonging persistence. We expect to submit an IND for the VOR33/VCAR33 Treatment System in the second half of 2022 following data from our first-in-human trial evaluating VOR33 and the NMDP-sponsored Phase 1/2 clinical trial studying VCAR33.

Leveraging our proprietary Vor platform, we are also assessing the potential of generating eHSCs in which the expression of other common surface targets has been removed, including targets such as CD123 and CLL-1. We are generating eHSCs in which these genes have been inactivated individually as well as multiplexed in combination with CD33. Additionally, we are conducting ongoing discovery efforts on undisclosed targets for non-myeloid malignancies including multiple myeloma and T cell malignancies. For additional details on the license from NIH, see the section titled “Business—License Agreements.”

In contrast to other patient-specific cell therapies such as CAR-T cells and gene-modified allogeneic cell therapies, our manufacturing of eHSCs is a rapid and elegant process, with the gene modification step for VOR33 being completed in approximately three days. The primary reason we can produce eHSCs so quickly is the lack of a need for cell expansion. Our approach to creating eHSCs also does not involve the insertion of new genetic material, thereby avoiding complications related to the use of delivery modalities necessary for gene insertion, such as the viral vectors used in VCAR33 and other CAR-T therapies. The relatively simple and streamlined process of creating our eHSCs provides significant advantages in the required manufacturing infrastructure and resources, which we believe will translate into higher scalability and a lower cost of goods. We believe rapid manufacturing time will also maximize the clinical application of our eHSCs in routine transplant practice.

We were incorporated in December 2015. Since inception, we have devoted substantially all of our resources to raising capital, organizing and staffing our company, business and scientific planning, conducting discovery and research activities, acquiring or discovering product candidates, establishing and protecting our intellectual property portfolio, developing and progressing our product candidates and preparing for clinical trials, establishing arrangements with third parties for the manufacture of our product candidates and component materials, and providing general and administrative support for these operations. We do not have any product candidates approved for sale and have not generated any revenue from product sales. Since our inception, we have funded our operations primarily through equity and debt financings and have received aggregate gross proceeds of approximately \$150.7 million.

## [Table of Contents](#)

We have incurred significant operating losses since inception, including net losses of \$4.2 million and \$10.8 million for the years ended December 31, 2018 and 2019, respectively, and \$6.9 million and \$27.7 million for the nine months ended September 30, 2019 and 2020, respectively. As of September 30, 2020, we had an accumulated deficit of \$45.6 million. We expect to continue to incur significant and increasing expenses and operating losses for the foreseeable future, particularly if and as we continue to invest in our research and development activities, expand our product pipeline, hire additional personnel and invest in and grow our business, maintain, expand and protect our intellectual property portfolio, and seek regulatory approvals for and commercialize any approved product candidates. In addition, following the closing of this offering, we expect to incur additional costs associated with operating as a public company, including significant legal, audit, accounting, regulatory, tax-related, director and officer insurance, investor relations and other expenses that we did not incur as a private company. As a result, we will need substantial additional funding to support our continuing operations and pursue our growth strategy. Until such time as we can generate significant revenue from product sales, if ever, we expect to finance our operations through the public or private sale of equity, government or private party grants, debt financings or other capital sources, including potential collaborations with other companies or other strategic transactions. If we are unable to obtain additional funding, we could be forced to delay, reduce or eliminate some or all of our research and development programs, product portfolio expansion or any commercialization efforts, which could adversely affect our business prospects, or we may be unable to continue operations. If we raise funds through strategic collaborations or other similar arrangements with third parties, we may have to relinquish valuable rights to our platform technology, future revenue streams, research programs or product candidates or may have to grant licenses on terms that may not be favorable to us and/or may reduce the value of our common stock. Our ability to raise additional funds may be adversely impacted by potential worsening global economic conditions and disruptions to and volatility in the credit and financial markets in the United States and worldwide resulting from the ongoing COVID-19 pandemic or other events. Because of the numerous risks and uncertainties associated with product development, we cannot predict the timing or amount of increased expenses or when or if we will be able to achieve or maintain profitability.

As of December 31, 2019, we had cash and cash equivalents of \$6.5 million. In February 2020, we closed the second tranche of our Series A-2 redeemable convertible preferred stock financing and sold and issued an aggregate of 44,375,000 shares at a purchase price of \$0.40 per share, resulting in proceeds of \$17.7 million, net of issuance costs. In June 2020, we completed a closing for the sale and issuance of an aggregate of 124,519,220 shares of our Series B redeemable convertible preferred stock at a purchase price of \$0.52 per share, resulting in aggregate proceeds of \$64.5 million, net of issuance costs. Under the terms of the stock purchase agreement that we entered into with purchasers of our Series B redeemable convertible preferred stock in June 2020, we were contingently obligated to sell, and the purchasers were contingently obligated to purchase, an aggregate of 87,259,605 additional shares of Series B redeemable convertible preferred stock at a purchase price of \$0.52 per share upon the achievement of a specified milestone (the Milestone Financing). At the closing of the Milestone Financing, which occurred on January 8, 2021, we received aggregate gross proceeds of \$45.4 million. Based upon our current operating plan, we estimate that our existing cash and cash equivalents as of the date of this prospectus, together with the estimated net proceeds from this offering, will be sufficient to fund our operating expenses and capital expenditure requirements for at least the next months. We have based this estimate on assumptions that may prove to be wrong, and we may exhaust our available capital resources sooner than we expect.

### **Business Impact of the COVID-19 Pandemic**

The global COVID-19 pandemic continues to rapidly evolve, and we will continue to monitor the COVID-19 situation closely. To date our financial condition and operations have not been significantly impacted by the COVID-19 impact. However, we cannot, at this time, predict the specific extent,

duration or full impact that the COVID-19 outbreak will have on our financial condition and operations, including our ongoing and planned preclinical and clinical trials. The extent of the impact of the COVID-19 on our business, operations and clinical development timelines and plans remains uncertain and will depend on certain developments, including the duration and spread of the outbreak and its impact on our clinical trial enrollment, trial sites, contract research organizations (CROs), third-party manufacturers, and other third parties with whom we do business, as well as its impact on regulatory authorities and our key scientific and management personnel. To the extent possible, we are conducting business as usual, with necessary or advisable modifications to employee travel as many of our employees are working remotely. We will continue to actively monitor the rapidly evolving situation related to COVID-19 and may take further actions that alter our operations, including those that may be required by federal, state or local authorities, or that we determine are in the best interests of our employees and other third parties with whom we do business. The development of our product candidates could be disrupted and materially adversely affected in the future by the COVID-19 pandemic. Our planned clinical trials also could be delayed due to government orders and site policies on account of the pandemic, and some patients may be unwilling or unable to travel to study sites, enroll in our trials or be unable to comply with clinical trial protocols if quarantines impede patient movement or interrupt healthcare services, which would delay our ability to conduct clinical trials or release clinical trial results and could delay our ability to obtain regulatory approval and commercialize our product candidates. Furthermore, COVID-19 could affect our employees or the employees of research sites and service providers on whom we rely, including CROs, as well as those of companies with which we do business, including our suppliers and contract manufacturing organizations (CMOs), thereby disrupting our business operations. Quarantines and travel restrictions imposed by governments in the jurisdictions in which we and the companies with which we do business operate could materially impact the ability of employees to access preclinical and clinical sites, laboratories, manufacturing site and office. These and other events resulting from the COVID-19 pandemic could disrupt, delay, or otherwise adversely impact our business.

## **License Agreements**

### ***Columbia License Agreement***

In April 2016 (and amended in February 2019), we entered into an exclusive license agreement (Columbia Agreement) with The Trustees of Columbia University in the City of New York (Columbia). Under the 2016 Agreement, we have exclusively licensed the worldwide rights to key patents, technical information, and use of materials from Columbia. In connection with the Columbia Agreement, we paid Columbia an upfront license fee of \$25,000, and we are obligated to pay Columbia an annual fee in the low five digits, as well as royalties on net sales of products that are covered by the licensed patents ranging in the low single digits and on net sales of products that are not covered by the licensed patents but involve the use of or otherwise incorporate licensed know-how or materials ranging in the low single digits (which range is lower than the range for patented products), in each case with respect to such products sold by us but not our sublicensees. Additionally, we are obligated to pay Columbia \$4.45 million in the aggregate for certain clinical, regulatory and commercial milestones for the first two products and a mid-second decile percentage of consideration received from a sublicensee, including royalties. In partial consideration for the licenses granted under the 2016 Agreement, we issued Columbia 1,250,000 shares of our common stock. For additional details, see the section titled “Business—License Agreements—Exclusive License Agreement with Columbia University.”

### ***National Institutes of Health License Agreement***

In October 2020, we entered into a patent license agreement (the Patent License) with the U.S. Department of Health and Human Services, as represented by National Cancer Institute (NCI) of the NIH. Pursuant to the Patent License, we hold an exclusive, worldwide license to certain intellectual

property rights to develop, manufacture and commercialize licensed products, or to practice licensed processes, in each case, for use in the development of a CAR therapy mono-specific for CD33. Pursuant to the terms of the Patent License, we are required to pay NCI a license issue fee in the aggregate amount of \$400,000. The terms of the Patent License also require us to pay NCI de minimis minimum annual royalties, which royalties are creditable against earned royalties on sales of licensed products or licensed processes. We must also pay NCI tiered royalties on net sales of licensed products at rates in the low single digits. We are also required to pay NCI one-time milestone payments upon successful completion of specified clinical and regulatory milestones relating to the licensed products. The aggregate potential milestone payments are \$8.0 million. In addition, we are required to pay NCI one-time milestone payments following aggregate net sales of licensed products at certain net sales up to \$2.0 billion. The aggregate potential amount of these milestone payments is \$6.0 million. To the extent we enter into a sublicensing agreement relating to a licensed product, we are required to pay NCI a percentage of the non-royalty based consideration received from a sublicensee, with specified exclusions, which percentage ranges from the low single digits to low double digits. We are also required to reimburse NCI for its past patent expenses, with such amounts being payable in three installments during the term of the Patent License, as well as our pro rata share of future patent expenses, in each case, in connection with NCI's prosecution or maintenance of the licensed patent rights. For additional details, see the section titled "Business—License Agreements—Exclusive License Agreement with National Institutes of Health."

## **Components of Operating Results**

### ***Revenue***

We have not generated any revenue since our inception and do not expect to generate any revenue from the sale of products in the near future, if at all. If our development efforts for VOR33, VCAR33 or any other product candidates are successful and result in marketing approval, or if we enter into collaboration or license agreements with third parties, we may generate revenue in the future from a combination of product sales or payments from such agreements.

### ***Operating Expenses***

Our operating expenses consist of (i) research and development expenses and (ii) general and administrative expenses.

#### *Research and Development*

Research and development expenses consist primarily of external and internal costs incurred in connection with our research and development activities, including our drug discovery efforts and the development of VOR33 and VCAR33.

External expenses include:

- external research and development expenses incurred under agreements with CROs, as well as investigative sites and consultants that conduct our clinical trials and other scientific development services;
- costs of other outside consultants, including their fees and related travel expenses;
- costs related to compliance with quality and regulatory requirements;
- costs of laboratory supplies and acquiring and developing preclinical and clinical trial materials, including expenses associated with our CMOs; and
- payments made under third party licensing agreements.

## [Table of Contents](#)

Internal expenses include:

- personnel-related expenses, including salaries, bonuses, benefits and stock-based compensation expenses, for individuals involved in research and development activities; and
- facilities, depreciation and other allocated expenses, which include direct and allocated expenses for rent, insurance and other internal operating costs.

We expense research and development costs as incurred. We recognize external development costs based on an evaluation of the progress to completion of specific tasks using 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 expenses or accrued research and development expenses. Nonrefundable advance payments for goods or services to be received in the future for use in research and development activities are deferred and capitalized, even when there is no alternative future use for the research and development. The capitalized amounts are expensed as the related goods are delivered or the services are performed.

A significant portion of our research and development costs have been external costs, which we track by stage of development, preclinical or clinical. However, we do not track our internal research and development expenses on a program specific basis because these costs are deployed across multiple projects and, as such, are not separately classified.

Research and development activities are central to our business model. We expect that our research and development expenses will increase significantly for the foreseeable future as we continue to identify and develop product candidates, particularly as more of our product candidates move into clinical development and later stages of clinical development.

The successful development of VOR33, VCAR33, and any product candidates we may develop in the future is highly uncertain. Therefore, we cannot reasonably estimate or know the nature, timing and estimated costs of the efforts that will be necessary to complete the development and commercialization of any of our product candidates. We are also unable to predict when, if ever, material net cash inflows will commence from the sale of VOR33, VCAR33, or potential future product candidates, if approved. This is due to the numerous risks and uncertainties associated with developing product candidates, many of which are outside of our control, including the uncertainty of:

- the timing and progress of preclinical and clinical development activities;
- the number and scope of preclinical and clinical programs we decide to pursue;
- our ability to maintain our current research and development programs and to establish new ones;
- establishing an appropriate safety profile with IND-enabling studies;
- the number of sites and patients included in the clinical trials;
- the countries in which the clinical trials are conducted;
- per patient trial costs;
- successful patient enrollment in, and the initiation of, clinical trials, as well as drop out or discontinuation rates, particularly in light of the current COVID-19 pandemic environment;
- the successful completion of clinical trials with safety, tolerability and efficacy profiles that are satisfactory to the FDA or any comparable foreign regulatory authority;
- the number of trials required for regulatory approval;

## Table of Contents

- the timing, receipt and terms of any regulatory approvals from applicable regulatory authorities;
- our ability to establish new licensing or collaboration arrangements;
- the performance of our future collaborators, if any;
- establishing commercial manufacturing capabilities or making arrangements with third-party manufacturers;
- significant and changing government regulation and regulatory guidance;
- the impact of any business interruptions to our operations or to those of the third parties with whom we work, particularly in light of the current COVID-19 pandemic environment;
- obtaining, maintaining, defending and enforcing patent claims and other intellectual property rights;
- launching commercial sales of our product candidates, if approved, whether alone or in collaboration with others; and
- maintaining a continued acceptable safety profile of the product candidates following approval.

Any changes in the outcome of any of these variables could mean a significant change in the costs and timing associated with the development of our product candidates. For example, if the 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 delays in our clinical trials 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. We may never obtain regulatory approval for any of our product candidates.

### *General and Administrative*

General and administrative expenses consist primarily of personnel-related costs, including salaries, bonuses, benefits and stock-based compensation expenses for individuals involved in our executive, finance, corporate, business development and administrative functions, as well as expenses for outside professional services, including legal, audit, accounting and tax-related services and other consulting fees, facility-related expenses, which include depreciation costs and other allocated expenses for rent and maintenance of facilities, insurance costs, recruiting costs, travel expenses and other general administrative expenses.

We expect that our general and administrative expenses will increase significantly for the foreseeable future as our business expands and we hire additional personnel to support our continued research and development activities, including our future clinical programs. We also anticipate increased expenses associated with being a public company, including costs for legal, audit, accounting, investor and public relations, regulatory and tax-related services related to compliance with the rules and regulations of the SEC, listing standards applicable to companies listed on a national securities exchange, director and officer insurance premiums and investor relations costs.

### ***Other Income (Expense)***

#### *Interest Income*

Interest income consists of interest income earned on our cash and cash equivalents held in financial institutions.



## [Table of Contents](#)

### *Interest Expense Related to Convertible Notes*

Interest expense relates to interest incurred on the convertible notes we issued between October 2016 and December 2018, as well as amortization of the related note discount (see Note 6 to our audited financial statements included elsewhere in this prospectus for additional information).

### *Change in Fair Value of Derivative Liabilities*

Change in fair value of derivative liabilities relates to the bifurcated embedded derivative liabilities identified associated with our convertible notes issued.

## **Results of Operations**

### ***Comparison of the Nine Months Ended September 30, 2019 and 2020***

The following table summarizes our results of operations for the nine months ended September 30, 2019 and 2020 (in thousands):

	Nine Months Ended September 30,		Change
	2019	2020	
	(unaudited)		
Operating expenses:			
Research and development	\$ 3,236	\$ 20,288	\$ 17,052
General and administrative	3,253	7,415	4,162
Total operating expenses	6,489	27,703	21,214
Loss from operations	(6,489)	(27,703)	(21,214)
Other income (expense):			
Interest income	119	29	(90)
Interest expense related to convertible notes	(608)	—	608
Change in fair value of derivative liabilities	32	—	(32)
Total other income (expense)	(457)	29	486
Net loss	<u>\$(6,946)</u>	<u>\$(27,674)</u>	<u>\$(20,728)</u>

### *Research and Development Expenses*

The following table summarizes our research and development expenses for the nine months ended September 30, 2019 and 2020 (in thousands):

	Nine Months Ended September 30,		Change
	2019	2020	
	(unaudited)		
External costs(1)	\$1,764	\$11,676	\$ 9,912
Internal costs:			
Personnel expenses (including stock-based compensation)	1,170	6,469	5,299
Facilities and other expenses	302	2,143	1,841
Total research and development	<u>\$3,236</u>	<u>\$20,288</u>	<u>\$17,052</u>

(1) In future periods when clinical trial expenses are incurred, external costs will be broken out between our clinical programs and our preclinical programs.



## [Table of Contents](#)

Research and development expenses were \$3.2 million for the nine months ended September 30, 2019, compared to \$20.3 million for the nine months ended September 30, 2020. The increase of \$17.1 million was due to an increase of \$9.9 million related to an increase in external preclinical studies, laboratory supplies and development and manufacturing costs of clinical trial materials and an increase of \$5.3 million in personnel costs primarily attributable to an increase in headcount to support the growth of our research and development efforts. Additionally, facilities and other expenses increased by \$1.8 million.

### *General and Administrative Expenses*

General and administrative expenses were \$3.3 million for the nine months ended September 30, 2019, compared to \$7.4 million for the nine months ended September 30, 2020. The increase of \$4.1 million was primarily due to an increase of \$2.2 million in personnel costs attributable to increased headcount to support the growth of our research and development organization, an increase of \$1.6 million in professional fees primarily attributable to legal and outside consultant costs and an increase of \$0.3 million in facilities and other expenses.

### *Other Income (Expense)*

Other income (expense) changed by \$0.5 million from \$0.5 million of expense for the nine months ended September 30, 2019 to \$29,000 of income for the nine months ended September 30, 2020. This change was primarily attributable to a \$0.6 million change in interest expense incurred on our outstanding convertible notes which settled in the February 2019.

## **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 (in thousands):

	Year Ended December 31,		Change
	2018	2019	
Operating expenses:			
Research and development	\$ 2,433	\$ 6,200	\$ 3,767
General and administrative	427	4,217	3,790
Total operating expenses	<u>2,860</u>	<u>10,417</u>	<u>7,557</u>
Loss from operations	<u>(2,860)</u>	<u>(10,417)</u>	<u>(7,557)</u>
Other income (expense):			
Interest income	—	154	154
Interest expense related to convertible notes	(1,003)	(608)	395
Change in fair value of derivative liabilities	(289)	32	321
Total other income (expense)	<u>(1,292)</u>	<u>(422)</u>	<u>870</u>
Net loss	<u><u>\$ (4,152)</u></u>	<u><u>\$ (10,839)</u></u>	<u><u>\$ (6,687)</u></u>

## [Table of Contents](#)

### *Research and Development Expenses*

The following table summarizes our research and development expenses for the years ended December 31, 2018 and 2019 (in thousands):

	Year Ended December 31,		Change
	2018	2019	
External costs(1)	\$ 971	\$3,278	\$2,307
Internal costs:			
Personnel expenses (including stock-based compensation)	915	2,051	1,136
Facilities and other expenses	547	871	324
Total research and development	<u>\$2,433</u>	<u>\$6,200</u>	<u>\$3,767</u>

(1) In future periods when clinical trial expenses are incurred, we expect that external costs will be broken out between our clinical programs and our preclinical programs.

Research and development expenses were \$2.4 million for the year ended December 31, 2018, compared to \$6.2 million for the year ended December 31, 2019. The increase of \$3.8 million was primarily due to an increase of \$2.3 million in external preclinical studies, research consulting, and laboratory supplies costs and an increase of \$1.1 million in personnel costs primarily attributable to an increase in headcount to support the growth of our research and development efforts. Additionally, facilities and other expenses increased \$0.3 million.

### *General and Administrative Expenses*

General and administrative expenses were \$0.4 million for the year ended December 31, 2018, compared to \$4.2 million for the year ended December 31, 2019. The increase of \$3.8 million was primarily due to an increase of \$1.5 million in personnel costs attributable to increased headcount to support the growth of our research and development organization, an increase of \$1.8 million in professional fees primarily attributable to legal and outside consultant costs and an increase of \$0.5 million in facilities and other expenses.

### *Other Income (Expense)*

Other income (expense) decreased by \$0.9 million from \$1.3 million for the year ended December 31, 2018 to \$0.4 million for the year ended December 31, 2019. The decrease was primarily attributable to a \$0.4 million decrease in interest expense incurred on our outstanding convertible notes as well as \$0.3 million decrease of expense recognized due to the change in fair value of the derivative liabilities offset by an increase of \$0.2 million in interest income related to interest earned on our cash and cash equivalents.

## **Liquidity and Capital Resources**

### ***Sources of Liquidity***

Since our inception, we have not recognized any revenue and have incurred operating losses and negative cash flows from our operations. We have not yet commercialized any product and we do not expect to generate revenue from sales of any products for several years, if at all. Since our inception, we have funded our operations primarily through equity and debt financings and have received aggregate gross proceeds of approximately \$150.7 million.

### **Funding Requirements**

As of September 30, 2020, we had cash and cash equivalents of \$63.6 million. At the closing of the Milestone Financing, which occurred on January 8, 2021, we received aggregate gross proceeds of \$45.4 million. Without giving effect to the net proceeds from any additional financing, or this offering, we do not have sufficient cash and cash equivalents on hand to support current operations for at least one year from the date of issuance of the financial statements appearing elsewhere in this prospectus. As a result, there is substantial doubt about our ability to continue as a going concern for at least one year from the date of issuance of our financial statements included elsewhere in this prospectus. We will need to raise additional capital in this offering and/or otherwise to fund our future operations. However, we cannot guarantee that we will be able to obtain sufficient additional funding in this offering or otherwise or that such funding, if available, will be obtainable on terms satisfactory to us. In the event that we are unable to obtain sufficient additional funding, there can be no assurance that we will be able to continue as a going concern.

However, based upon our current operating plan, we estimate that our existing cash and cash equivalents as of the date of this prospectus, together with the estimated net proceeds from this offering, will be sufficient to fund our operating expenses and capital expenditure requirements for at least the next \_\_\_\_\_ months. We have based this estimate on assumptions that may prove to be wrong and we could exhaust our capital resources sooner than we expect.

We expect our expenses to increase substantially if, and as, we:

- initiate and continue research and preclinical and clinical development of our product candidates, including in particular our clinical trials for VOR33 and VCAR33; incur third party manufacturing costs to support our preclinical studies and clinical trials of our product candidates and, if approved, their commercialization;
- seek to identify and develop additional product candidates;
- make investments in our platform;
- seek regulatory and marketing approvals for our product candidates;
- establish a sales, marketing and distribution infrastructure to commercialize any approved product candidates;
- adapt our regulatory compliance efforts to incorporate requirements to applicable marketed products;
- acquire or in-license products, product candidates, technologies;
- maintain, expand, enforce, defend and protect our intellectual property;
- hire additional clinical, quality control, manufacturing and other scientific personnel;
- add operational, financial and management information systems and personnel; and
- experience any delays or encounter any issues with any of the above, including as a result of the ongoing COVID-19 pandemic.

In addition, following the closing of this offering, we expect to incur additional costs associated with operating as a public company, including significant legal, audit, accounting, investor and public relations, regulatory, tax-related, director and officer insurance, investor relations and other expenses that we did not incur as a private 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

## [Table of Contents](#)

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 at least several years, if ever.

As a result, we will need substantial additional funding to support our continuing operations and pursue our growth strategy. Until such time as we can generate significant revenue from product sales, if ever, we expect to finance our operations through the public or private sale of equity, government or private party grants, debt financings or other capital sources, including potential collaborations with other companies or other strategic transactions. To the extent that we raise additional capital through the sale of equity or convertible debt securities, the ownership interest of our shareholders will be or could be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect the rights of our common shareholders. Debt financing and equity financing, if available, 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 are unable to obtain additional funding, we could be forced to delay, reduce or eliminate some or all of our research and development programs, product portfolio expansion or any commercialization efforts, which could adversely affect our business prospects, or we may be unable to continue operations. If we raise funds through strategic collaborations or other similar arrangements with third parties, we may have to relinquish valuable rights to our platform technology, future revenue streams, research programs or product candidates or may have to grant licenses on terms that may not be favorable to us and/or may reduce the value of our common stock. Our ability to raise additional funds may be adversely impacted by potential worsening global economic conditions and disruptions to and volatility in the credit and financial markets in the United States and worldwide resulting from the ongoing COVID-19 pandemic or otherwise. Because of the numerous risks and uncertainties associated with product development, we cannot predict the timing or amount of increased expenses, and there is no assurance that we will ever be profitable or generate positive cash flow from operating activities.

### **Cash Flows**

The following table provides information regarding our cash flows for the periods presented (in thousands):

	Year Ended December 31,		Nine Months Ended September 30,	
	2018	2019	2019	2020
Net cash used in operating activities	\$ (2,661)	\$ (9,855)	\$ (4,244)	\$ (22,658)
Net cash used in investing activities	—	(748)	(657)	(2,684)
Net cash provided by financing activities	2,464	17,699	17,697	82,480
Net (decrease) increase in cash, cash equivalents and restricted cash	<u>\$ (197)</u>	<u>\$ 7,096</u>	<u>\$ 12,796</u>	<u>\$ 57,138</u>

#### *Operating Activities*

Net cash used in operating activities was \$4.2 million for the nine months ended September 30, 2019, reflecting a net loss of \$6.9 million, partially offset by a net change of \$2.0 million in our net operating assets and non-cash charges of \$0.7 million. The non-cash charges primarily consisted of non-cash interest expense of \$0.6 million. The change in our net operating assets and liabilities was primarily due to an increase in accounts payable and accrued expenses of \$2.7 million, partially offset by an increase in prepaid expenses and other current assets of \$0.7 million.

## [Table of Contents](#)

Net cash used in operating activities was \$22.7 million for the nine months ended September 30, 2020, reflecting a net loss of \$27.7 million, partially offset by a net change of \$3.4 million in our net operating assets and non-cash charges of \$1.6 million. The non-cash charges primarily consisted of \$0.7 million in stock-based compensation expense, \$0.5 million in non-cash lease expense, and \$0.4 million in depreciation and amortization expense. The change in our net operating assets and liabilities was primarily due to an increase in accounts payable and accrued expenses of \$3.7 million and operating lease liability of \$0.5 million, partially offset by an increase in prepaid expenses and other current assets of \$0.8 million.

The \$18.5 million increase in cash used in operating activities for the nine months ended September 30, 2020 compared to the nine months ended September 30, 2019 was primarily due to an increase in research and development expenses and general and administrative expenses as a result of our increased efforts towards identifying product candidates and advancing the development of VOR33, including increased personnel costs related to our increased headcount.

Net cash used in operating activities was \$2.7 million for the year ended December 31, 2018, reflecting a net loss of \$4.2 million, partially offset by a net change of \$0.1 million in our net operating assets and non-cash charges of \$1.4 million. The non-cash charges primarily consisted of non-cash interest expense \$1.0 million, changes in fair value of derivative liabilities \$0.3 million and stock-based compensation expense of \$0.1 million. The change in our net operating assets and liabilities was primarily due to an increase in accounts payable and accrued expenses.

Net cash used in operating activities was \$9.9 million for the year ended December 31, 2019, and reflecting a net loss of \$10.8 million, partially offset by a net change of \$0.1 million in our net operating assets, non-cash charges of \$0.8 million. The non-cash charges primarily consisted of non-cash interest expense of \$0.6 million and stock-based compensation expense \$0.2 million. The change in our net operating assets and liabilities was primarily due to an increase in accounts payable and accrued expenses of \$1.2 million, partially offset by an increase in prepaid expenses and other current assets of \$1.1 million.

The \$7.2 million increase in cash used in operating activities for the year ended December 31, 2019 compared to the year ended December 31, 2018 was primarily due to an increase in research and development expenses and general and administrative expenses as a result of our increased efforts towards identifying product candidates and advancing the development of VOR33, including increased personnel costs related to our increased headcount.

### *Investing Activities*

Net cash used in investing activities was \$0.7 million for the nine months ended September 30, 2019, which was primarily due to purchases of property and equipment. Net cash used in investing activities was \$2.7 million for the nine months ended September 30, 2020, which was primarily due to purchases of property and equipment.

Net cash used in investing activities was \$0.8 million for the year ended December 31, 2019, which was primarily due to purchases of property and equipment. We had no investing activities for the year ended December 31, 2018.

### *Financing Activities*

Net cash provided by financing activities was \$17.7 million for the nine months ended September 30, 2019, which was primarily due to proceeds received from the issuance of shares of our redeemable convertible preferred stock. Net cash provided by financing activities was \$82.5 million for the nine months ended September 30, 2020, which was primarily due to proceeds received from the issuance of shares of our redeemable convertible preferred stock.

## [Table of Contents](#)

Net cash provided by financing activities was \$2.5 million for the year ended December 31, 2018, consisting of proceeds from the issuance of convertible notes. Net cash provided by financing activities was \$17.7 million for the year ended December 31, 2019, consisting primarily of proceeds from the issuance of shares of our redeemable convertible preferred stock.

### Contractual Obligations and Other Commitments

The following table summarizes our contractual obligations and other commitments as of December 31, 2019 (in thousands):

	Payments Due by Period				Total
	Less than 1 Year	1 to 3 Years	4 to 5 Years	More than 5 Years	
Operating lease commitments <sup>(1)</sup>	\$ 541	\$ 4,952	\$ 5,517	\$ 17,518	\$ 28,528
Total	\$ 541	\$ 4,952	\$ 5,517	\$ 17,518	\$ 28,528

(1) Represents payments due for our Cambridge Park lease of corporate office and laboratory space in Cambridge, Massachusetts, which we began occupying in June 2020 under a lease agreement that expires in June 2030.

In March 2020, we entered into an additional lease agreement for Vivarium space (the Vivarium Lease) in Cambridge, Massachusetts and began occupying the space in April 2020 with annual rent payments of \$0.2 million. The Vivarium Lease has a lease term for accounting purposes of two years. We do not include these payments in the table above.

We have entered into license agreements, including the Columbia Agreement and the Patent License, with certain parties. Such arrangements require ongoing payments, including payments upon the achievement of certain development, regulatory and commercial milestones, receipt of sublicense income, as well as royalties on commercial sales. Payments under these arrangements are expensed as incurred. We have not paid any royalties or milestone payments under these agreements through December 31, 2019. See the subsection titled “—License Agreements” for details on the Columbia Agreement and the Patent License. The table above does not include payments due under these agreements as they are cancellable at will with 90 days’ notice.

We also have agreements with certain vendors for various services, including services related to clinical operations and support, for which we are not contractually able to terminate for convenience and avoid any and all future obligations to the vendors. Under such agreements, we are contractually obligated to make certain payments to vendors to reimburse them for their unrecoverable outlays incurred prior to cancellation. The exact amounts of such obligations are dependent on the timing of termination and the exact terms of the relevant agreement and cannot be reasonably estimated. We do not include these payments in the table above as they are not fixed and estimable.

### Critical Accounting Policies and Significant Judgments and Estimates

Our management’s discussion and analysis of financial condition and results of operations is based on our financial statements. Our financial statements are prepared in accordance with generally accepted accounting principles in the United States. The preparation of our financial statements and related disclosures requires us to make estimates and judgments that affect the reported amounts of assets, 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 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.

## [Table of Contents](#)

While our significant accounting policies are described in more detail in Note 2 to our audited financial statements included elsewhere in this prospectus, we believe that the following accounting policies are those most critical to the judgments and estimates used in the preparation of our financial statements.

### **Accrued Research and Development Expenses**

As part of the process of preparing our financial statements, we are required to estimate our accrued research and development expenses as of each balance sheet date. This process involves reviewing open contracts and purchase orders, communicating with our applicable personnel to identify services that have been performed on our behalf and estimating the level of service performed and the associated cost incurred for the service when we have not yet been invoiced or otherwise notified of 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 advance payments. We make estimates of our accrued expenses as of each balance sheet date in the financial statements based on facts and circumstances known to us at that time. We periodically confirm the accuracy of the estimates with the service providers and make adjustments if necessary.

### **Stock-Based Compensation**

We measure stock options and other stock-based awards granted to directors, employees and non-employees based on their fair value on the date of the grant and recognize the corresponding compensation expense of those awards over the requisite service period, which is generally the vesting period of the respective award. We have only issued stock options and restricted share awards with service-based vesting conditions and record the expense for these awards using the straight-line method. We determine the fair value of restricted stock awards granted based on the fair value of our common stock. Forfeitures are accounted for as they occur.

We estimate the fair value of each stock option grant using the Black-Scholes option pricing model, which uses as inputs the following assumptions:

- *Fair Value of Common Stock*—See the subsection titled “—Common Stock Valuations” below.
- *Expected Term*—The expected term represents the period that the stock-based awards are expected to be outstanding. We use the simplified method to determine the expected term, which is based on the average of the time-to-vesting and the contractual life of the options.
- *Expected Volatility*—Because we have been privately held and do not have any trading history for our common stock, the expected volatility was estimated based on the average volatility for comparable publicly traded biotechnology companies over a period equal to the expected term of the stock option grants. The comparable companies were chosen based on the similar size, stage in life cycle or area of specialty. We will continue to apply this process until a sufficient amount of historical information regarding the volatility of our own stock price becomes available.
- *Risk-Free Interest Rate*—The risk-free interest rate is based on the U.S. Treasury zero coupon issues in effect at the time of grant for periods corresponding with the expected term of the awards.
- *Dividend Yield*—We have never paid dividends on our common stock and have no plans to pay dividends on our common stock. Therefore, we used an expected dividend yield of zero.

See Note 9 to our audited financial statements and Note 8 to our unaudited interim condensed financial statements included elsewhere in this prospectus for information concerning certain of the

## Table of Contents

specific assumptions we used in applying the Black-Scholes option pricing model to determine the estimated fair value of our stock options granted in the years ended December 31, 2018 and 2019, and in the nine months ended September 30, 2019 and 2020.

We recorded stock-based compensation expense of \$0.1 million and \$0.2 million for the years ended December 31, 2018 and 2019, respectively, and \$89,000 and \$0.7 million for the nine months ended September 30, 2019 and 2020, respectively. As of September 30, 2020, we had \$6.8 million of total unrecognized stock-based compensation cost, which we expect to recognize over an estimated weighted-average period of 3.47 years. We expect to continue to grant stock options and other stock-based awards in the future, and to the extent that we do, our stock-based compensation expense recognized in future periods will likely increase.

The intrinsic value of all outstanding options as of \$ \_\_\_\_\_ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, of which approximately \$ \_\_\_\_\_ million is related to vested options and approximately \$ \_\_\_\_\_ million is related to unvested options. was \$ \_\_\_\_\_ million 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, of which approximately \$ \_\_\_\_\_ million is related to vested options and approximately \$ \_\_\_\_\_ million is related to unvested options.

### **Common Stock Valuations**

Historically, for all periods prior to this offering, the fair values of the shares of common stock underlying our stock-based awards were estimated on each grant date by our board of directors. Our board of directors considered, among other things, valuations of our common stock which were prepared by an independent third-party valuation firm in accordance with the guidance provided by the American Institute of Certified Public Accountants 2013 Practice Aid, *Valuation of Privately-Held-Company Equity Securities Issued as Compensation*, or the Practice Aid. For our valuations performed through June 30, 2020, in accordance with the Practice Aid, we determined the Option Pricing Method (OPM) was the most appropriate method for determining the fair value of our common stock based on our stage of development and other relevant factors. The OPM uses a market approach to estimate our enterprise value. The OPM treats common stock and redeemable convertible 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 only if the funds available for distribution to stockholders exceeded the value of the redeemable convertible preferred stock liquidation preferences at the time of the liquidity event, such as a strategic sale or a merger. A discount for lack of marketability of the common stock is then applied to arrive at an indication of value for the common stock.

For our valuations performed after June 30, 2020, in accordance with the Practice Aid, we determined the hybrid method was the most appropriate method for determining the fair value of our common stock based on our stage of development and other relevant factors. The hybrid method also uses a market approach to estimate our enterprise value. It is a probability-weighted expected return method (PWERM), where the equity value in one or more scenarios is calculated using an OPM. The PWERM is a scenario-based methodology that estimates the fair value of our common stock based upon an analysis of our future values, 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 weighted to arrive at an indication of value for the common stock.

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.



## [Table of Contents](#)

Given the absence of a public trading market, our board of directors with input from management considered numerous objective and subjective factors to determine the fair value of common stock. The factors included, but were not limited to:

- contemporaneous valuations performed by an independent third-party valuation firm;
- our stage of development and material risks related to our business;
- the progress of our research and development programs, including the status and results of preclinical studies and clinical trials for our product candidates;
- our business conditions and projections;
- sales of our redeemable convertible preferred stock;
- the rights, preferences and privileges of our redeemable convertible preferred stock relative to those of our common stock;
- lack of marketability of our common and redeemable convertible preferred stock as a private company;
- our operating results and financial performance;
- the likelihood of achieving a liquidity event, such as an initial public offering or sale of our company, in light of prevailing market conditions;
- the trends, developments and conditions in the life sciences and biotechnology industry sectors;
- analysis of initial public offerings and the market performance and stock price volatility of similar public companies in the life sciences and biopharmaceutical sectors; and
- the economy in general.

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.

### **Recent 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 audited financial statements and Note 2 to our unaudited interim condensed financial statements included elsewhere in this prospectus.

### **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 SEC.

### **Quantitative and Qualitative Disclosures About Market Risks**

#### ***Interest Rate Risk***

Our primary exposure to market risk is interest rate sensitivity, which is affected by changes in the general level of U.S. interest rates, particularly because our cash equivalents are in the form of

## [Table of Contents](#)

money market funds that are invested in U.S. Treasury securities. Interest income is sensitive to changes in the general level of interest rates. However, due to the short-term maturities of our cash equivalents, we believe a hypothetical 100 basis point increase or decrease in interest rates during any of the periods presented would not have had a material impact on our financial statements included elsewhere in this prospectus.

As of December 31, 2019, and September 30, 2020, we had no debt outstanding and are therefore were not exposed to related interest rate risk.

### ***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. We therefore are not currently exposed to significant market risk related to changes in foreign currency exchange rates. However, we have contracted with and may continue to contract with non-U.S. vendors who we may pay in local currency. Our operations may be subject to fluctuations in foreign currency exchange rates in the future. 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. We believe a hypothetical 100 basis point increase or decrease in exchange rates during any of the periods presented would not have a material effect on our financial statements included elsewhere in this prospectus.

### ***Effects of Inflation***

Inflation generally affects us by increasing our cost of labor and clinical trial costs. We believe that inflation has not had a material effect on our financial statements included elsewhere in this prospectus.

### **Emerging Growth Company and Smaller Reporting Company Status**

In April 2012, the JOBS Act was enacted. Section 107 of the JOBS Act provides that an “emerging growth company” can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act for complying with new or revised accounting standards. Thus, an emerging growth company can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We elected the extended transition period for complying with new or revised accounting standards, which delays the adoption of these accounting standards until they would apply to private companies.

In addition, 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 present only two years of audited financial statements in addition to any required unaudited interim financial statements, with correspondingly reduced disclosure in the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations”;
- an exception from compliance with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act of 2002, as amended;
- reduced disclosure about our executive compensation arrangements in our periodic reports, proxy statements and registration statements;
- exemptions from the requirements of holding non-binding advisory votes on executive compensation or golden parachute arrangements; and

## [Table of Contents](#)

- an exemption from compliance with the requirements of the Public Company Accounting Oversight Board regarding the communication of critical audit matters in the auditor's report on financial statements.

We may take advantage of these provisions until the last day of the fiscal year ending after the fifth anniversary of this offering or such earlier time that we no longer qualify as an emerging growth company. We will cease to qualify as an emerging growth company on the date that is the earliest of: (i) the last day of our fiscal year following the fifth anniversary of the date of the completion of this offering; (ii) the last day of the fiscal year in which we have more than \$1.07 billion in total annual gross revenues; (iii) the date on which we are deemed to be a "large accelerated filer" under the rules of the 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 and we have been a public company for at least 12 months and have filed one annual report on Form 10-K; or (iv) the date on which we have issued more than \$1.0 billion of non-convertible debt over the prior three-year period. We may choose to take advantage of some but not all of these reduced reporting burdens. We have taken advantage of certain reduced reporting requirements in this prospectus. Accordingly, the information contained herein may be different than you might obtain from other public companies in which you hold equity interests.

We are also a "smaller reporting company," meaning that the market value of our shares 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 shares 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 shares 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.

**BUSINESS**

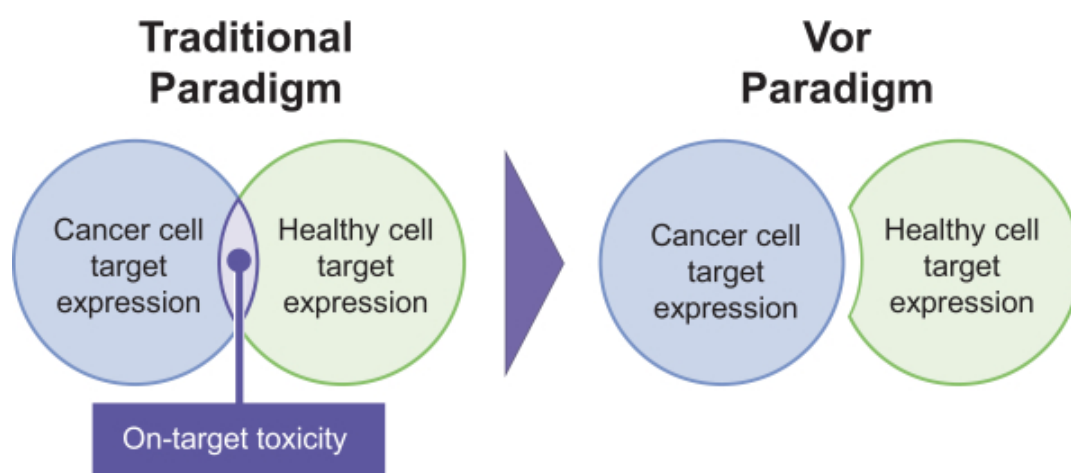
**Overview**

The mission of Vor Biopharma is to develop transformative treatments for patients suffering from hematological malignancies. We seek to accomplish our mission through our unique approach of engineering patients to better fight their cancer by unlocking the potential of targeted therapies with curative intent.

We are a clinical-stage cell therapy company combining a novel patient engineering approach with targeted therapies to provide a single company solution for patients suffering from hematological malignancies. For many patients, the only way to achieve durable remission or a cure is through hematopoietic stem cell transplant (HSCT). Despite undergoing HSCT, approximately 40% of acute myeloid leukemia (AML) patients relapse and face an extremely poor prognosis, with two-year survival rates of less than 20%.

The traditional tumor target paradigm aims to treat hematological malignancies such as AML by focusing on the specificity and potency of therapies that kill cancer cells expressing a target. However, the utility of this paradigm is limited by the expression of tumor targets on healthy cells, resulting in on-target toxicity. On-target toxicity has led to the development failure of many targeted therapies and is often a key mechanism limiting therapeutic use or dose. Our proprietary platform aims to change the traditional target tumor paradigm by genetically engineering the patient to remove therapeutic targets from healthy cells.

**Changing the traditional tumor target paradigm**



Leveraging our expertise in hematopoietic stem cell (HSC) biology and genome engineering, we genetically modify HSCs to remove surface targets expressed by cancer cells and then provide these cells as stem cell transplants to patients. Once these cells engraft into bone marrow, we will have engineered the patient such that their HSCs and their blood cell progeny are designed to be treatment resistant to targeted therapies, which we believe will unlock the potential of these targeted therapies to selectively destroy cancerous cells while sparing healthy cells. As a result, our engineered HSCs (eHSCs) are designed to limit the on-target toxicities associated with these targeted therapies, which we refer to as companion therapeutics, thereby enhancing their utility and broadening their applicability.

We are developing our lead eHSC product candidate, VOR33, and our companion therapeutic, VCAR33, which together, we believe, have the potential to transform the treatment paradigm for AML and other hematological malignancies. We use genome engineering technology to remove CD33 surface targets from HSCs to create VOR33. Our eHSCs, such as VOR33, are designed to be used with complementary companion therapeutics, such as VCAR33, that would provide tumor-specific killing. VCAR33 is a chimeric antigen receptor (CAR)-T therapy designed to target CD33, a clinically-validated target for AML. A T cell therapy candidate using the same CAR construct as VCAR33 is currently in an investigator-initiated Phase 1/2 trial for the treatment of patients with AML that is sponsored by the National Marrow Donor Program (NMDP), with initial monotherapy proof-of-concept data expected in 2022, depending on the investigator's timing of data release. We believe the T cell therapy being evaluated in this trial is comparable to VCAR33 and that this trial, if successful, will support future clinical development of VCAR33. Therefore, unless the context requires otherwise, we refer to this program, collectively, as VCAR33. Our Investigational New Drug (IND) application for VOR33 in patients with AML was accepted by the U.S. Food and Drug Administration (FDA) in January 2021, and we intend to initiate a first-in-human Phase 1/2a trial of VOR33 in combination with Mylotarg, an FDA-approved CD33-directed therapy owned by Pfizer, in the first half of 2021. We expect initial data from this trial to be reported in late 2021 or in the first half of 2022. The key clinical readouts of this trial, which will be the first clinical trial of our eHSCs, are engraftment of VOR33 and hematologic protection from the known myelosuppressive effects of Mylotarg. If successful, this trial will provide important validating evidence of the potential of VOR33 and our broader eHSC approach, which we believe has significant potential to improve clinical outcomes for hematological malignancies beyond AML and change the standard of care.

CD33 is a clinically-validated target for AML, and we use genome engineering technology to remove CD33 surface targets from HSCs to create VOR33. In preclinical studies, we have observed that the removal of CD33 provided robust protection of these healthy donor HSCs from the cytotoxic effects of CD33-directed companion therapeutics yet had no deleterious effects on the differentiation or function of hematopoietic cells. We intend to develop VOR33 as an HSCT product candidate to replace the standard of care in transplant settings. Once the VOR33 cells have engrafted, we believe that patients can be treated with anti-CD33 therapies, such as Mylotarg or VCAR33, with limited on-target toxicity. We believe that the combination of VOR33 and CD33-directed therapies, such as VCAR33, could lead to durable antitumor activity and potential cures.

VCAR33 is a CD33-directed CAR-T therapy that we intend to initially develop as a bridge-to-transplant monotherapy for relapsed/refractory AML, where patients have failed prior lines of therapy and need further treatment to achieve morphologic remission and, if possible, subsequent HSCT. This setting sources T cells from the patient (autologous cells) and is the setting in which the NMDP is currently evaluating VCAR33 in a multi-site Phase 1/2 clinical trial in young adult and pediatric patients with relapsed/refractory AML. We expect investigators to report initial clinical data from this trial in 2022. We licensed VCAR33 from the National Institutes of Health (NIH), and we are currently in discussion with the NMDP to assume sponsorship and oversight of the ongoing VCAR33 trial prior to its completion or to otherwise obtain the right to cross-reference the trial results in future IND applications.

We believe VOR33 and VCAR33 could be highly synergistic as a Treatment System, potentially enabling prolonged remissions or cures in the post-transplant setting. We intend to investigate the VOR33/VCAR33 Treatment System, entailing VOR33 eHSC therapy followed by VCAR33 as a companion therapeutic, initially for transplant-eligible patients suffering from AML. We believe VCAR33 could be a potent anticancer therapy that, when combined with VOR33, could help obviate severe on-target myeloablative toxicities and unlock the efficacy potential of VCAR33. In addition, in this setting VCAR33 T cells could be sourced from the same cell source as VOR33 (allogeneic cells), which may provide benefits such as a healthier, more abundant cell source alongside lower risk of host T cells attacking CAR-T cells, thereby potentially prolonging persistence. We expect to submit an IND for the

VOR33/VCAR33 Treatment System in the second half of 2022, following data from our first-in-human trial evaluating VOR33 and the NMDP-sponsored Phase 1/2 clinical trial studying VCAR33.

Our proprietary eHSC technology is designed to confer advantages and address several limitations associated with existing cell therapy processes. Our manufacturing of eHSCs is a fast and elegant process that leads to a rapid vein-to-vein time. We believe our rapid vein-to-vein time of seven to ten days can lead to highly differentiated patient clinical outcomes. Additionally, with our lead eHSC product candidate VOR33, we have observed in preclinical studies a high degree of genome engineering precision with highly reproducible results across six independent healthy donors.

We believe our proprietary technology has broad applicability beyond CD33. Leveraging our platform, we are rapidly advancing the creation and preclinical testing of multiplex-engineered eHSCs, in which multiple surface targets such as CD33, CD123 and CLL-1 are removed. We intend to pair future eHSC product candidates with in-house companion therapeutics such as VCAR33, as well as with potentially best-in-class targeted therapies from collaborators, in order to bring potentially transformative outcomes to patients and establish new standard of care treatment systems for hematological malignancies.

### **Our Team and Investors**

Our eHSC technology and lead eHSC product candidate were pioneered by the research and academic work of our scientific founder Siddhartha Mukherjee, M.D., DPhil, a world-renowned expert in the field of hematological malignancies and Associate Professor of Medicine at Columbia University Medical Center. Dr. Mukherjee won the Pulitzer Prize in 2011 for *The Emperor of All Maladies: A Biography of Cancer*.

We have assembled a team with deep scientific, clinical, manufacturing, business and leadership expertise in cell therapy, platform research, drug discovery and development. We are led by our Chief Executive Officer, Robert Ang, MBBS, MBA, who has over 20 years of experience in the fields of cell therapy, biotechnology, pharmaceuticals and medicine, including at Neon Therapeutics, Bavarian Nordic, Frazier Healthcare Ventures and Boston Consulting Group. Our Chief Medical Officer, Christopher Slapak, M.D., previously headed all early phase oncology/hematology clinical development for Eli Lilly and is a hematologist/oncologist with academic appointments at Indiana University School of Medicine and formerly at the Dana-Farber Cancer Institute. Our Chief Technology Officer, Sadik Kassim, PhD, has over 13 years of experience in cell and gene therapy, including at the National Institutes of Health under Dr. Steven Rosenberg, Novartis, and Kite Pharma. Our Chief Commercial Officer, John King, is a senior commercial leader with over 20 years of biotechnology commercial experience at Wyeth, Pfizer, Alexion and Ra Pharma. Our Chief Regulatory and Quality Officer, Bob Pietrusko, PharmD, previously worked at Voyager, ViroPharma, Millennium Pharmaceuticals and SmithKline Beecham. Our Chief Scientific Officer, Tirtha Chakraborty, PhD, previously was head of hematology and led the hemoglobinopathy research programs at CRISPR Therapeutics and has also led cell therapy research teams at Sana Biotechnology and therapeutic mRNA platform teams at Moderna Therapeutics. Our Chief Financial Officer, Nathan Jorgensen, PhD, brings direct investment experience from Qatar Investment Authority and Calamos Investments, along with sell-side investment banking experience at Stifel, Nicolaus & Company, Incorporated.

We have been supported by a leading syndicate of investors, including RA Capital Management, 5AM Ventures, Fidelity Management & Research Company, LLC, Sarissa Capital, PagsGroup, Osage University Partners and Alexandria Venture Investments. We have received strategic investments from Johnson & Johnson Innovation—JJDC, Inc. and Novartis Institutes for BioMedical Research. Vor Biopharma was co-founded by PureTech Health.

## Our Pipeline

Our initial pipeline of eHSC and CAR-T programs is shown below:

Description			Preclinical		Clinical		Anticipated Milestones
Program	Modality	Indication	Discovery/Validation	IND-Enabling	Phase 1/2	Phase 2/3	
VOR33 (CD33)	eHSC	AML	with Mylotarg				<ul style="list-style-type: none"> <li>1H 2021: First patient enrolled</li> <li>Late 2021/1H 2022: Initial human engraftment and protection data</li> </ul>
		MDS, MPN					<ul style="list-style-type: none"> <li>Development candidate selection</li> </ul>
VCAR33 (CD33)	CAR-T	Bridge-to-transplant AML					<ul style="list-style-type: none"> <li>2022: Initial monotherapy clinical proof-of-concept data*</li> </ul>
VOR33/VCAR33 Treatment System	eHSC/ CAR-T	AML					<ul style="list-style-type: none"> <li>2H 2022: IND filing following initial VOR33 and VCAR33 clinical data</li> </ul>
<b>Discovery Programs</b>							
<b>Vor Platform</b>		<ul style="list-style-type: none"> <li>Leveraging our proprietary Vor platform, we have identified additional surface targets such as CD123 and CLL-1 as well as multiplex genome engineering approaches where multiple surface targets are removed.</li> <li>Additionally, we are conducting ongoing discovery efforts on undisclosed targets for non-myeloid malignancies.</li> </ul>					

AML: acute myeloid leukemia; MDS: myelodysplastic syndrome; MPN: myeloproliferative neoplasm

\*A T cell therapy using the same CAR construct as VCAR33 is being studied in a Phase 1/2 clinical trial sponsored by the National Marrow Donor Program, and timing of data release is dependent on the investigators conducting the trial.

## Our Strategy

Our mission is to develop transformative treatments for patients suffering from hematological malignancies. We seek to accomplish our mission through our unique approach of engineering patients to better fight their cancer by unlocking the potential of targeted therapies with curative intent. We believe that the combination of our eHSCs and companion therapeutics can transform the treatment paradigm for hematological malignancies. Our strategy to accomplish this mission is as follows:

- Establish eHSCs as the standard of care for patients undergoing HSC transplants, thereby unlocking the potential of companion therapeutics against a broad range of hematological malignancies.** HSCT has been the standard of care for the treatment of hematologic malignancies for decades, as it is often the only treatment pathway to durable remission and potential cure. However, approximately 40% of patients with AML will relapse after HSCT and will require additional anticancer treatments, including targeted therapies, which are limited by their on-target toxicity. To unlock the potential of those treatments, we are creating the next generation of HSCs by genetically modifying donor HSCs to render them treatment resistant to companion therapeutics, thereby protecting the patient from the cytotoxic effects of those therapies. We are seeking to establish the use of our eHSCs as the new standard of care for patients in transplant settings suffering from hematological malignancies and improve patient outcomes.
- Advance our wholly owned lead eHSC program, VOR33, through clinical development in patients with AML and other hematological malignancies.** VOR33 consists of genetically modified donor HSCs that have the CD33 surface target removed. In preclinical studies, we observed that the removal of CD33 provided robust protection of healthy donor HSCs from the cytotoxic effects of CD33-directed companion therapies yet had no deleterious effects on the differentiation or function of hematopoietic cells. We intend to develop VOR33 as an eHSC product candidate to replace the standard of care in transplant settings. Once the VOR33 cells have engrafted, we believe that patients can be treated with anti-CD33 therapies with limited



on-target toxicity. We expect to initiate a Phase 1/2a clinical trial of VOR33 in the first half of 2021 in AML patients who are eligible for HSCT and who are at high risk of subsequent relapse. We believe the results of this trial, if successful, will validate our approach and platform.

- **Advance VCAR33, our wholly owned CAR-T therapy, as our first companion therapeutic to VOR33 and also as a bridge-to-transplant monotherapy.** Our eHSCs have the potential to expand the use and therapeutic value of target-specific companion therapeutics. In addition to our ongoing program with Mylotarg, we intend to develop VOR33 in combination with VCAR33, an anti-CD33 CAR-T therapy we licensed from the NIH, to create the VOR33/VCAR33 Treatment System. VCAR33 is currently in a Phase 1/2 clinical trial in young adult and pediatric AML patients as a monotherapy in the bridge-to-transplant setting. Initial results from this trial are expected in 2022, and following results from this trial and our anticipated VOR33 Phase 1/2a trial, if each is successful, we intend to initiate a clinical trial studying the VOR33/VCAR33 Treatment System.
- **Leverage our proprietary Vor platform to discover and validate targets for additional eHSCs beyond VOR33 and advance these programs into clinical development.** We have applied the expertise gained in generating and developing VOR33 to rapidly advance the creation and preclinical testing of multiplex genome engineering, in which we remove multiple surface targets, such as CD33, CD123 and CLL-1, from HSCs. We believe that multiplex eHSCs have the potential to unlock companion therapeutics treating multiple hematologic malignancies. In addition, we are actively researching targets outside of myeloid malignancies, potentially broadening the applicability of our platform to other hematological cancers.
- **Maximize the commercial value of our programs by leveraging the established transplant infrastructure and reimbursement framework.** Each year, there are approximately 12,000 allogeneic HSCTs performed globally. The United States, EU5 (France, Germany, Italy, Spain and the United Kingdom) and Japan collectively have approximately 700 transplant centers, and transplant volumes are concentrated, with approximately 30 U.S. transplant centers performing 50% of U.S. transplants. We believe we can leverage this concentrated transplant infrastructure to efficiently commercialize our eHSCs, such as VOR33, if approved. Furthermore, we believe we have multiple reimbursement pathways in the United States, including new changes to Medicare that remove the burden of HSC costs from transplant centers, which we believe will open the doors toward innovative sources of stem cell transplants.
- **Further establish our leadership in cell therapy know-how and manufacturing processes.** HSCs are unique cell types that require specialized genome engineering know-how, as well as specific handling and manipulation processes. We have built considerable expertise manipulating the genes of these cells and have also designed a highly efficient manufacturing process for VOR33 of approximately three days, enabling a vein-to-vein time of seven to ten days. We plan to invest in our know-how and manufacturing processes with the goal of further establishing ourselves as the leader in developing and producing therapeutics based on eHSCs.

## Background on HSCT and the Limitations of Targeted Therapies

The standard of care for patients suffering from hematological malignancies, such as AML, is treatment with chemotherapy, targeted therapies or a combination of these treatment modalities. However, in order to achieve durable remission or a cure, patients often need to undergo HSCT. Despite the curative potential of HSCT, approximately 40% of AML patients relapse. For these relapsed, post-transplant patients, targeted therapies are often the most effective treatment available, yet are limited by their on-target toxicity.



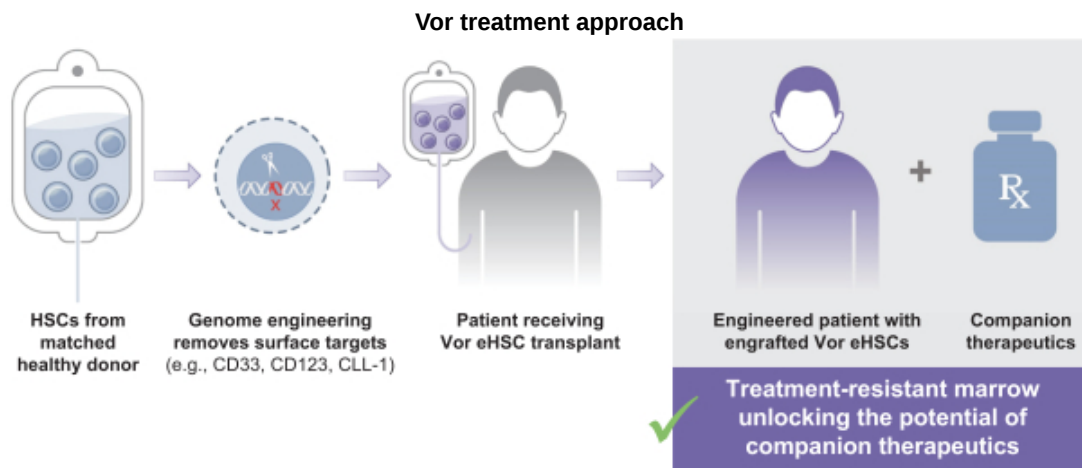
## Table of Contents

The traditional tumor target paradigm aims to treat hematological malignancies such as AML by focusing on the specificity and potency of therapies that kill cancer cells expressing a target. However, there are very few viable targets that are tumor-specific, as healthy cells usually express these same targets alongside cancer cells. While technologies may improve the specificity of target binding and next-generation modalities such as bispecific antibodies and CAR-T therapies may enhance potency, we believe these approaches are subject to the same fundamental biological limitation of on-target toxicity. A number of targeted therapies have failed in clinical development, and those that have succeeded possess limited utility and narrow applicability, in part due to on-target toxicity.

### Our Approach—Engineering Patients to Better Fight Their Cancer

Our proprietary platform aims to change the traditional target tumor paradigm by removing target expression from healthy cells, thereby engineering the patient to improve the tumor specificity of targeted therapies. We accomplish this engineering by genetically modifying donor HSCs to remove select surface targets also expressed by cancer cells. By removing these targets, we make these donor HSCs and their progeny treatment resistant to targeted therapies and enable these treatments to selectively destroy cancerous cells while sparing healthy cells. As a result, our eHSCs are designed to limit the on-target toxicities associated with these targeted therapies, thereby enhancing their utility and broadening their applicability. We believe that combining our eHSCs and targeted therapies, such as CAR-T or bispecific antibodies, has the potential to transform the treatment of hematologic malignancies, such as AML and multiple myeloma.

Our approach is depicted in the diagram below. We begin with HSCs sourced from matched healthy donors. We then use genome engineering technology to remove the selected surface molecule that would be targeted with a companion therapeutic in the event of relapse after HSCT. Next, we deliver our eHSCs using the same transplant procedure that is currently the standard of care. After the eHSCs engraft, the engineered patient is primed for administration of the companion therapeutic, if necessary. These eHSCs are designed to be treatment resistant to the companion therapeutic, thereby limiting its on-target toxicity.



### Our Proprietary Vor Platform

We built a technology platform to realize our vision of an engineered patient that allows for selective cancer targeting with highly potent companion therapeutics by leveraging our expertise and

recent advances in stem cell biology, genome engineering and targeted therapies. Our approach is in stark contrast to conventional approaches that have focused solely on developing the therapeutic and have faced clinical limitations due to toxicities. The key components of our proprietary Vor platform are the following:

- **Leveraging Stem Cell Biology and Manufacturing Expertise.** We have built an extensive understanding of the biology of HSCs to enable our eHSCs to retain their cellular viability and functionality during manipulation. In addition, we have built process development expertise centered around HSCs, enabling us to process these cells quickly, precisely, reproducibly and efficiently for patients. HSCT is a unique procedure where donor HSCs are permanently transplanted into a patient. Prior to transplantation, these cells are outside of the donor and the recipient and are therefore amenable to *ex vivo* manipulation, such as genome engineering.
- **Applying Genome Engineering to Hematopoietic Stem Cells.** Recent developments in genome engineering allow permanent changes to DNA in cells and all their progeny. We have assembled a team with extensive experience in applying genome engineering technologies to HSCs, which display distinct DNA repair mechanisms compared to rapidly dividing cells. Since HSCs are long-lived, we have developed a series of assays designed to minimize and well-characterize any off-target edits. Furthermore, we have tailored our cell manufacturing process to leverage the most suitable genome engineering technologies for the cells we are creating.
- **Unlocking the Potential of Targeted Therapies.** We believe our eHSCs are a solution to the lack of tumor-specific targets and enable selective cancer targeting. Our solution allows for treatment with potent agents, such as CAR-T therapies, whose utility and applicability have previously been limited, in part, by on-target toxicity. We are designing and developing companion therapeutics, including VCAR33, that are optimized for use with our eHSCs in the post-HSCT setting.

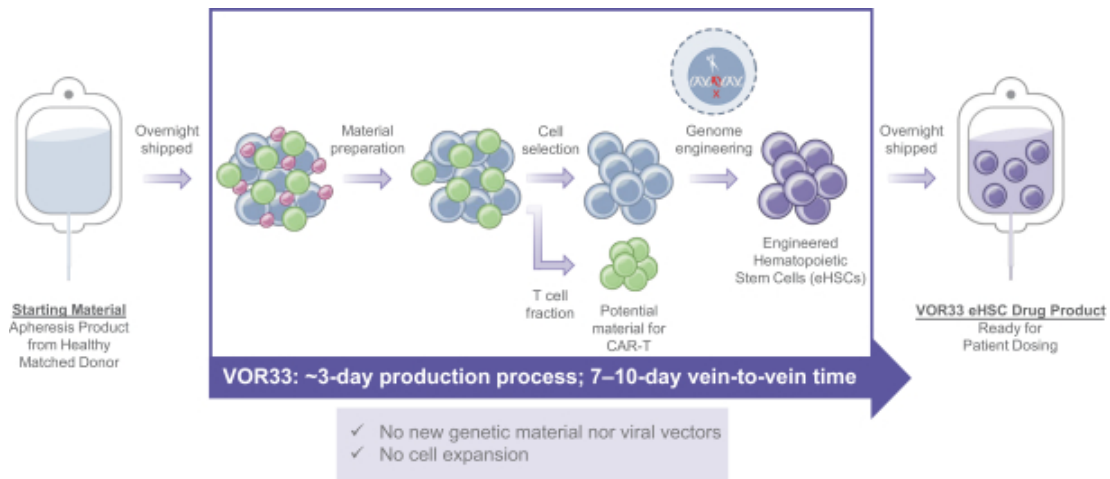
Our goal is to replace the patient's HSCs with next-generation, treatment-resistant eHSCs that unlock the potential of highly potent targeted therapies by leveraging our platform and expertise. Our platform is adaptive and has the potential to engineer cells, whether autologous or allogeneic, whether collected from mobilized peripheral blood stem cells, bone marrow or cord blood-derived stem cells, and with any human leukocyte antigen (HLA) matching strategy, such as complete, incomplete or haploidentical matches. We also foresee no barriers to using our eHSCs with any specific conditioning regimen and believe our platform could be used with either myeloablative or reduced-intensity conditioning regimens.

#### **Advantages of Our eHSC Technology**

Our eHSC technology is designed to confer advantages and address limitations associated with existing cell therapy processes.

- **Speed—Rapid Manufacturing Cycle and Vein-to-Vein Time.** In contrast to other patient-specific cell therapies, such as CAR-T therapies and gene-modified allogeneic cell therapies, our eHSCs manufacturing is a rapid and elegant process that is completed in approximately three days, enabling a seven-to-ten day vein-to-vein time. The primary reason we can produce eHSCs so quickly is the lack of a need for cell expansion. Our approach to creating eHSCs also does not involve the insertion of new genetic material, thereby avoiding complications related to the use of delivery modalities necessary for gene insertion, such as the viral vectors used in VCAR33 and other CAR-T therapies. The relatively simple and streamlined process of creating our eHSCs provides significant advantages in the required manufacturing infrastructure and resources, which we believe will translate into higher scalability and a lower cost of goods. We believe rapid manufacturing time will also maximize the clinical application of our eHSCs in routine transplant practice.

### Vor eHSC manufacturing process



As shown in the figure below, our eHSC manufacturing stands in contrast to other gene modified cell therapies, which can take weeks to produce. We believe our ability to rapidly generate clinical material will enable patients to be dosed with our eHSCs within one week of healthy donor cells being collected. AML patients with minimal residual disease (MRD) usually rapidly progress in their illness after HSCT and we believe our ability to provide eHSCs in a timely manner will provide sufficient time for these cells to engraft before subsequent companion therapeutics need to be administered.

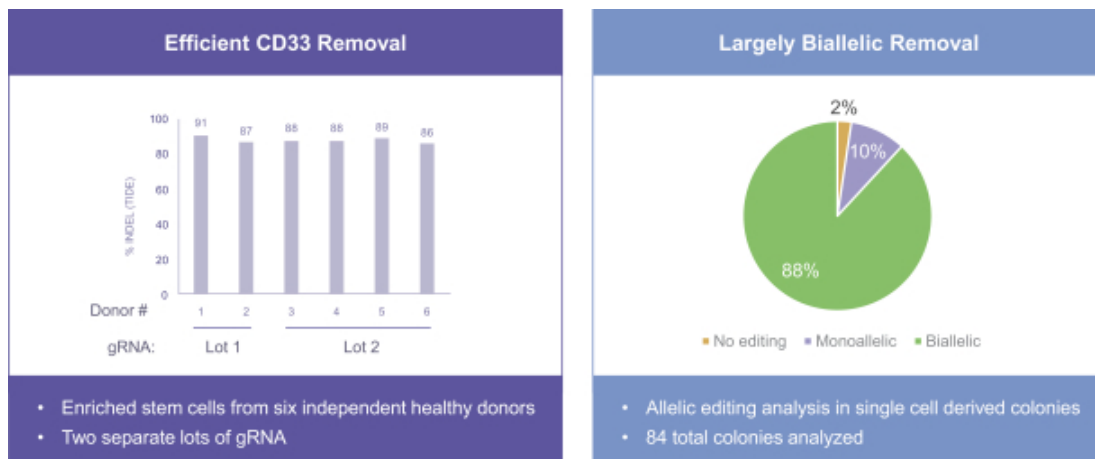
### Key eHSC manufacturing specifications and comparators

	VOR	Current Gene Modified Cell Therapies		
	eHSC Platform	Autologous Gene Engineered HSC	Autologous CAR-T	Allogeneic CAR-T
Manufacturing Cycle Time	~3 days	7 to 14 days	7 to 21 days	N/A
Vein-to-Vein Time	7 to 10 days	21 to 35 days	21 to 42 days	Off-the-shelf
Starting Material	Normal Healthy Donor Cells	Patient Cells	Patient Cells	Normal Healthy Donor Cells
Viral Vector	N/A	Yes	Yes	Yes

- Precision.** We have multiple methods available to engineer genes in HSCs, and our approach is flexible with regard to specific genome engineering technologies, enabling us to select the technology best suited to the eHSC we are creating. We perform extensive analyses on the precise nature of the DNA changes introduced by our genome engineering process and prioritize sequences for our guide RNA (gRNA) based on their ability to direct precise cutting of the targeted gene, leading to its removal. With VOR33, we have observed in preclinical studies that the precision and efficiency of our process is the same in bulk hematopoietic progenitor cells as in long-term HSCs. We have not observed unintended alterations elsewhere in the genome.

- **Reproducibility and Efficiency.** Our therapeutic model is based on the creation of eHSCs from immunologically matched healthy donors for each patient. As such, we have developed methods that are highly reproducible, not only with respect to the spectrum of genetic alterations introduced, but also with respect to the function of the eHSC cells *in vivo*. For example, as shown in the left graphic below, in preclinical studies analyzing the removal of CD33, we observed that CD33 removal occurred in at least 86% of cells from six independent healthy donors, using two different gRNAs. In addition, as shown in the right graphic below, we observed in other preclinical studies that our process resulted in 88% of eHSCs from 84 single cell colonies, all derived from one independent healthy donor, having removal of CD33 on both copies, or alleles, of the gene, effectively eliminating any expression of CD33. Another 10% had alterations in only one allele and the remaining 2% were unmodified. To provide potential benefit to patients, we must be capable of providing a sufficient quantity of eHSCs to allow efficient engraftment in the treated patients. We believe that if the majority of transplanted eHSCs lack expression of the target protein, then the patient will have sufficient protection from companion therapeutics' on-target toxicities.

### Removal of CD33 in HSCs



### Our Programs

Leveraging our proprietary Vor platform, we are developing eHSCs in which one or more surface targets have been removed from donor HSCs in order to render these cells and their progeny treatment resistant to targeted therapies and to enable these treatments to selectively destroy cancerous cells while sparing healthy cells. Our initial eHSC product candidate and research programs remove surface targets that meet two criteria. First, the surface target must be biologically non-essential. We believe, based on preclinical studies and evidence from genome databases, that eHSCs lacking these surface targets will have no functional difference from unmodified HSCs. Second, the surface target must be well-validated in animal models or human patients as a target for therapeutics whose potential is limited by on-target toxicities. We are pairing our eHSCs with specific companion therapeutics that are independently clinically validated and complement our eHSC programs.

## Table of Contents

Our initial pipeline of eHSC and CAR-T programs is shown below:

Description			Preclinical		Clinical		Anticipated Milestones
Program	Modality	Indication	Discovery/Validation	IND-Enabling	Phase 1/2	Phase 2/3	
VOR33 (CD33)	eHSC	AML	with Mylotarg				<ul style="list-style-type: none"> <li>• 1H 2021: First patient enrolled</li> <li>• Late 2021/1H 2022: Initial human engraftment and protection data</li> </ul>
		MDS, MPN					<ul style="list-style-type: none"> <li>• Development candidate selection</li> </ul>
VCAR33 (CD33)	CAR-T	Bridge-to-transplant AML					<ul style="list-style-type: none"> <li>• 2022: Initial monotherapy clinical proof-of-concept data*</li> </ul>
VOR33/VCAR33 Treatment System	eHSC/ CAR-T	AML					<ul style="list-style-type: none"> <li>• 2H 2022: IND filing following initial VOR33 and VCAR33 clinical data</li> </ul>
<b>Discovery Programs</b>							
Vor Platform	<ul style="list-style-type: none"> <li>• Leveraging our proprietary Vor platform, we have identified additional surface targets such as CD123 and CLL-1 as well as multiplex genome engineering approaches where multiple surface targets are removed.</li> <li>• Additionally, we are conducting ongoing discovery efforts on undisclosed targets for non-myeloid malignancies.</li> </ul>						

AML: acute myeloid leukemia; MDS: myelodysplastic syndrome; MPN: myeloproliferative neoplasm

\*A T cell therapy using the same CAR construct as VCAR33 is being studied in a Phase 1/2 clinical trial sponsored by the National Marrow Donor Program, and timing of data release is dependent on investigators.

Our proprietary Vor platform has the potential to be deployed to address multiple hematological malignancies, and we are initially focusing on AML given its high level of unmet patient need. Cancer cells in AML patients express high levels of surface targets such as CD33, CD123 and CLL-1. Our initial product candidates, VOR33 and VCAR33, are focused on CD33, which is expressed in cancer cells of approximately 85 to 90% of AML patients. We believe that CD33 is biologically non-essential and can be removed from donor HSCs without loss of stem cell functionality. CD33 is also the target of a therapeutic that has already been approved by the FDA and other therapeutics that are in development by us and others. We believe that we can also apply our approach in indications beyond myeloid malignancies, and we are advancing research programs identifying other potential surface targets and companion therapeutics.

### VOR33 for the Treatment of Hematological Malignancies

#### Overview

VOR33 is our eHSC product candidate designed to transform the standard of care in AML and potentially other hematological malignancies. We intend to initiate a Phase 1/2a trial of VOR33 in AML patients in the first half of 2021. To create VOR33, we genetically modify donor HSCs in order to remove the CD33 surface target. In preclinical studies, we observed that the removal of CD33 had no deleterious effects on the differentiation or function of hematopoietic cells, but it rendered these healthy cells treatment resistant to CD33-directed therapies, thereby providing robust protection from these therapies' cytotoxic effects. We intend to develop VOR33 as an HSCT product candidate to replace the standard of care in transplant settings. Once the VOR33 cells have engrafted, we believe that patients can be treated with anti-CD33 therapies, such as Mylotarg or VCAR33, our CAR-T therapy product candidate, with limited on-target toxicity. The key clinical readouts of this trial, which will be the first clinical trial of our eHSCs, are engraftment of VOR33 and hematologic protection from the known myelosuppressive effects of Mylotarg. If successful, this trial will provide important validating evidence of the potential of VOR33 and our broader eHSC approach. We believe that the combination of VOR33 and CD33-directed therapies could lead to durable antitumor activity.

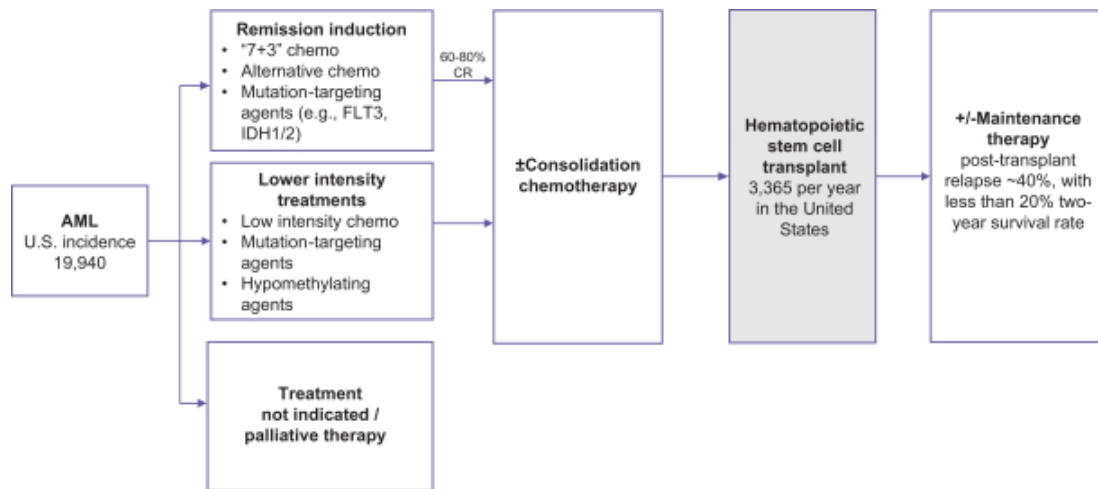
*Acute Myeloid Leukemia Overview*

AML is the second most common type of leukemia in adults and the most common type of acute leukemia in adults. AML is characterized by excessive proliferation of myeloid stem cells and their failure to properly differentiate into mature blood cells. There are an estimated 42,500 new diagnoses of AML each year in the United States, Europe and Japan. The median five-year survival rate for patients with AML is less than 30%, but there are significant differences in prognosis depending on several factors, including the age of the patient at diagnosis.

Current first-line treatments for patients with AML typically involve aggressive combination chemotherapy regimens with the goal of inducing disease remission for long enough to allow the patient to undergo a potentially curative HSCT. The recommended treatment for AML for patients younger than 60 years and for older patients who can tolerate intensive chemotherapy is a regimen referred to as 7+3, involving seven days of continuous dosing with the chemotherapy agent cytarabine along with short infusions of the chemotherapy agent daunorubicin on days one through three. These intensive chemotherapy regimens are usually not curative, and without post-remission therapy, such as HSCT, AML is likely to return within several months.

A summary of standard HSCT treatment for AML is shown below.

**AML treatment flow diagram**

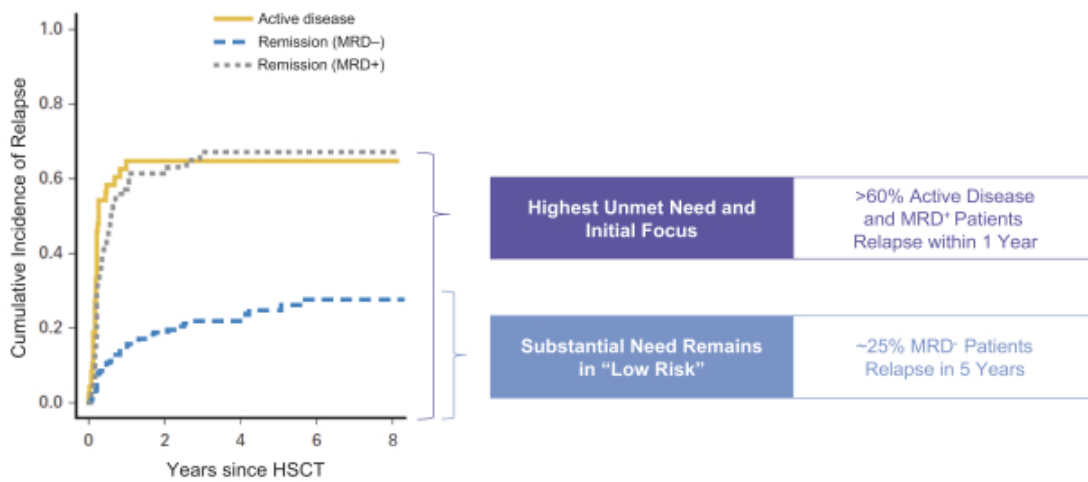


As a first step, patients are treated with a combination chemotherapy regimen to induce initial remission of the cancer. Following this, patients undergo myeloablation, a procedure designed to eliminate more of the remaining tumor cells, but one that also leads to the destruction of the patient’s HSCs. These HSCs are then replaced using cells from a matched healthy donor, resulting in reconstitution of the patient’s hematopoietic system. In some patients the combination of the myeloablation and the antitumor effects of the transplanted HSCs eliminates residual tumor cells, resulting in durable remission.

Over the past 20 years, there has been an increasing trend in allogeneic transplants for AML, which are transplant procedures in which stem cells are obtained from healthy donors. There were over 16,000 allogeneic HSCT procedures performed in the United States between 2013 and 2017 for the treatment of AML. AML was the most common disease treated by allogeneic HSCT, representing over 35% of all allogeneic HSCT procedures performed during this time period.

Unfortunately, in approximately 40% of AML patients who undergo HSCT, some tumor cells persist and the patient relapses. As shown in the figure below, AML patients treated with HSCT who, prior to HSCT, had MRD had an even higher relapse rate of 67%, with the vast majority of these patients relapsing within one year. Patients who had MRD negative disease, meaning that the number of tumor cells had been reduced to a level of approximately 0.1% of cells in a bone marrow sample, had a much lower and slower risk of relapse.

**AML patients with residual cancer cells are at higher risk of rapid relapse**



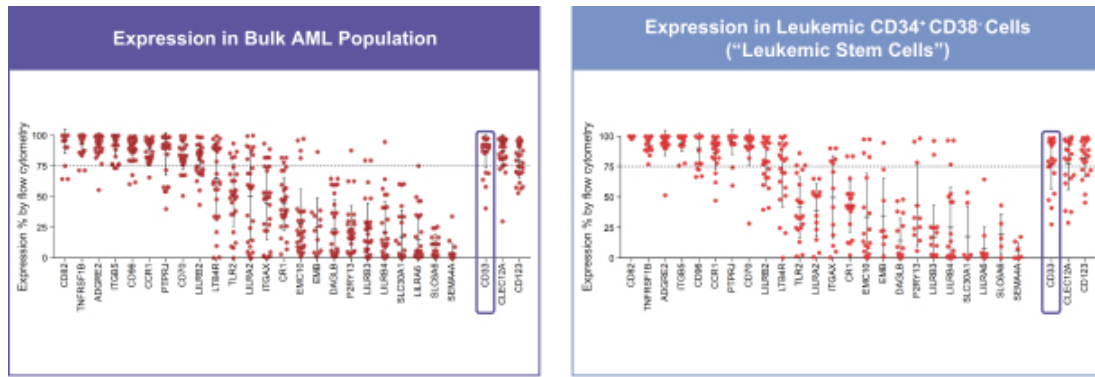
Patients who relapse after HSCT are left with limited post-transplant treatment options. Therapies targeting surface molecules of tumor cells, such as Mylotarg, have been shown to be effective in slowing the advance of AML after HSCT. However, the utility and applicability of Mylotarg and other targeted therapies have been limited by on-target toxicity. Unfortunately, due in part to stagnant innovation in HSCT and limited post-transplant treatment options, the post-transplant survival for AML patients is approximately 44%, based on AML outcomes in the National Cancer Database from 1998 to 2011. Approximately 10,000 patients in the United States die from AML each year.

**CD33 Targeted Therapies**

A number of biologics investigated by third parties as potential therapeutics in AML and other hematopoietic malignancies have been based on targeting CD33, which, as shown in the figures below, is expressed, on average, in between approximately 85 to 90% of bulk AML patient samples and over 75% of leukemic stem cells.



**Rate of expression in bulk AML patient samples and leukemic stem cells**



*Perna, Sadelain et al, Cancer Cell 2017*

CD33 is an attractive target for the development of AML therapeutics based on preclinical and clinical results from third parties demonstrating the ability of anti-CD33 directed therapies to deplete tumor cells. However, CD33-directed therapeutic approaches have had limited impact in improving the prognosis of patients with AML due in part to on-target toxicity. A summary of selected CD33-directed therapies is shown below.

**Third-party CD33-directed products and product candidates**

Company	Drug Name	Modality	Status
Pfizer	Mylotarg (gemtuzumab ozogamicin)	Antibody-drug conjugate	Marketed
Seattle Genetics	SGN-33	Antibody-drug conjugate	Failed in Phase 3 due to safety issues
Immunogen	IMGN779	Antibody-drug conjugate	Discontinued in Phase 2
Actinium	Actimab-A	Radio ligand	Single agent failed in Phase 2 due to safety issues
Amgen	AMG 330, AMG 673	Bispecific antibody	In Phase 1 development
Janssen	JNJ-67571244	Bispecific antibody	In Phase 1 development

The only CD33 targeted therapy approved by the FDA for the treatment of AML is gemtuzumab ozogamicin (GO), which is marketed by Pfizer under the brand name Mylotarg. Mylotarg is an antibody drug conjugate (ADC) that targets CD33 on AML cells and is designed to deliver a potent cytotoxin directly to tumor cells. However, due to the expression of CD33 on a broad set of hematologic progenitor cells, Mylotarg not only attacks AML cells, but it also depletes healthy blood cells, including HSCs and other progenitor cells that express CD33. Two well-known consequences of this on-target toxicity are thrombocytopenia, or low levels of platelets, leading to bleeding disorders, and neutropenia, or low levels of white blood cells, leading to an increased risk of infection in already frail patients. Primarily due to its toxicity profile, Mylotarg is currently used only in a limited setting, in both first line and relapsed/refractory disease. Without a solution to the problem of CD33 on-target toxicity, we



expect all CD33-targeted therapies to produce thrombocytopenia and neutropenia which may result in the same limited clinical utility as Mylotarg.

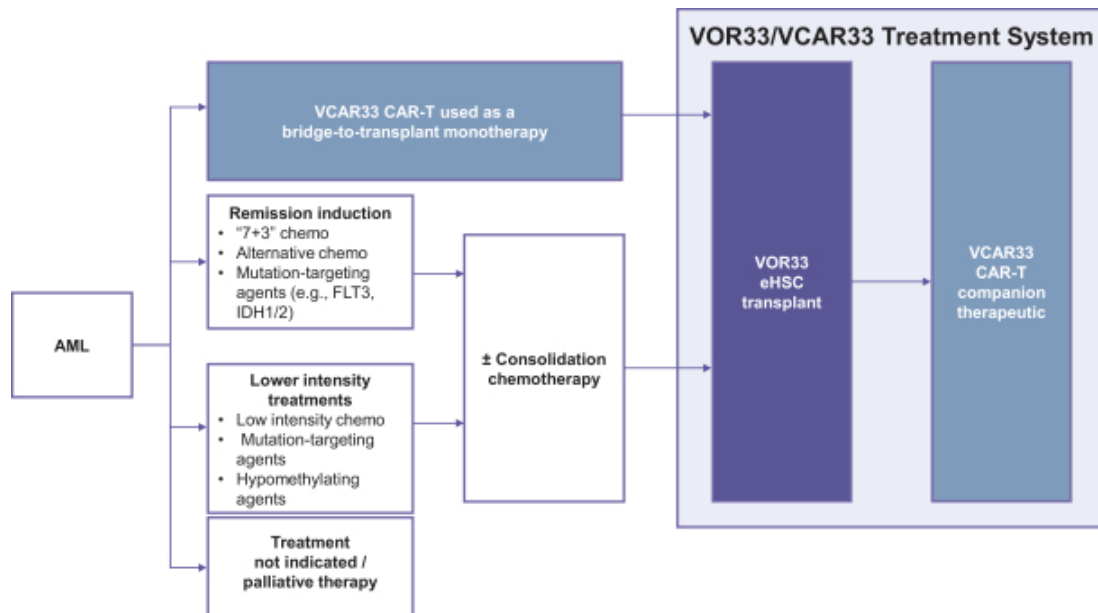
**Our Solution to CD33 On-Target Toxicity: VOR33**

We believe engineering the patient to remove CD33 is a unique approach designed to protect from on-target toxicity and unlock the potential of CD33 as a therapeutic target. We engineer the patient by modifying donor HSCs in patients undergoing HSCT. Our CD33 eHSC product candidate, VOR33, has CD33 genetically removed prior to transplant. In preclinical studies, we observed that the removal of CD33 rendered these healthy cells treatment resistant to CD33-directed therapies, thereby providing robust protection from these therapies' cytotoxic effects. In addition, removal of CD33 had no measurable deleterious effects on the differentiation or function of these cells. We believe that the combination of VOR33 and CD33-directed companion therapeutics could lead to durable antitumor activity in AML and potentially other hematological malignancies.

**Our Solution to Transforming Patient Outcomes: The VOR33/VCAR33 Treatment System**

We believe VOR33 could unlock the potential of anti-CD33 therapies that are much more potent than Mylotarg. CAR-Ts are highly potent therapeutic agents, and we believe administration of a CD33-targeted CAR-T will cause myeloablation and severe on-target toxicities in the absence of a solution such as VOR33. We licensed a CD33-directed CAR-T, VCAR33, from the NIH to take advantage of the opportunity for highly potent agents created by VOR33. We believe VCAR33 could be a highly potent anticancer therapy that, when combined with VOR33, is not associated with severe myeloablative toxicities. Moreover, we believe VCAR33 could be used as a bridge-to-transplant monotherapy, meaning as a means for patients with active disease to achieve pathologic remission and become eligible for potentially curative transplant. We believe the VOR33/VCAR33 Treatment System is a novel and comprehensive approach that has the potential to transform clinical outcomes and establish a new standard of care for patients suffering with AML.

**VOR33 and VCAR33 in AML**

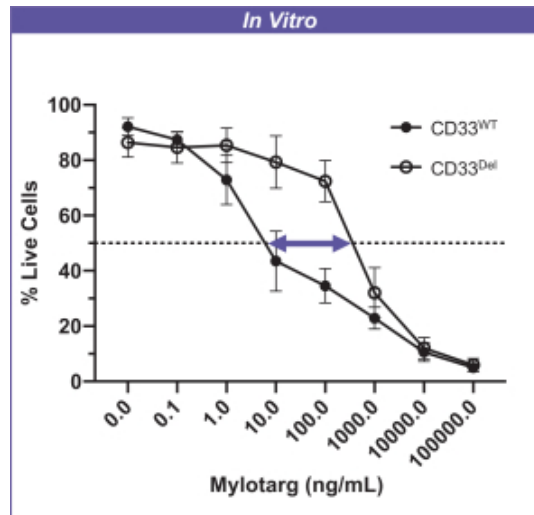


### VOR33 Preclinical Data

#### Preclinical Proof of Concept

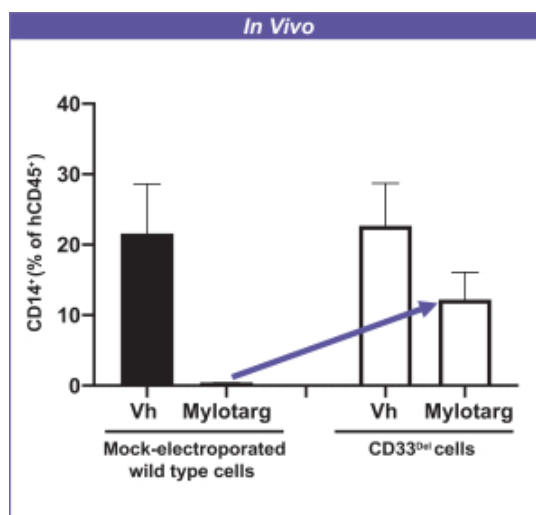
In preclinical studies, we observed the resistance of our eHSCs to Mylotarg. As shown in the left figure below, we used *in vitro* cytotoxicity assays to measure the effects of various concentrations of Mylotarg on HSCs and their progeny (collectively, HSPCs) that have differentiated into myeloid lineage cells. These concentrations were not based on the labeled dose of Mylotarg, which entails induction doses of between 3 to 6 mg/m<sup>2</sup> and continuation doses of 2 to 3 mg/m<sup>2</sup> dependent on indication. At these labeled doses, myelosuppression in human patients is typically observed within two weeks of initial dose. Clinical use typically follows these dosing recommendations though can deviate based on observed toxicities and clinical response. In our study, we tested both wild type cells whose CD33 surface targets had not been manipulated (CD33<sup>WT</sup>) and cells that we had genetically engineered to remove CD33 (CD33<sup>Del</sup>). We observed that CD33<sup>Del</sup> cells had an approximately 70-fold increase in IC<sub>50</sub> in comparison to CD33<sup>WT</sup> cells and, as expected, observed few differences in cell killing at extreme Mylotarg concentrations.

#### Cytotoxicity of Mylotarg on CD33<sup>WT</sup> and CD33<sup>Del</sup> HSPCs



We conducted additional *in vivo* studies to assess the response of different classes of CD33<sup>Del</sup> blood cells in the presence of Mylotarg in a long-term (16-week) transplant study, in which human HSPCs were engrafted into 15 immune-compromised mice, with 15 mice used as a vehicle treated (Vh) control group. We investigated the impact of Mylotarg on CD14<sup>+</sup> monocytes derived from these human HSPCs since CD14<sup>+</sup> monocytes naturally express CD33 on their surface. As shown in the figure below, we observed that in the vehicle-treated groups, there was significant loss of CD14<sup>+</sup> cells, while that population of cells was largely intact in the CD33<sup>Del</sup> arm, leading to a 61-fold higher CD14<sup>+</sup> cell frequency in the CD33<sup>Del</sup> arm compared to the mock EP arm.

### Survival of CD33<sup>WT</sup> and CD33<sup>Del</sup> HSCs after exposure to Mylotarg



We believe that our preclinical studies provide strong support for the potential of using eHSCs to replace the standard of care of HSCT patients. These studies provide evidence of the resistance of CD33<sup>Del</sup> eHSCs and progeny to anti-CD33 therapies. Our data suggest that using CD33<sup>Del</sup> eHSCs in HSCT could enhance the utility and broaden the applicability of CD33-directed therapies, such as Mylotarg or anti-CD33 CAR-T therapies, by lowering the risk of on-target toxicities on the patient's newly engrafted hematopoietic system.

#### Removal of CD33—No Observed Impact on Biology

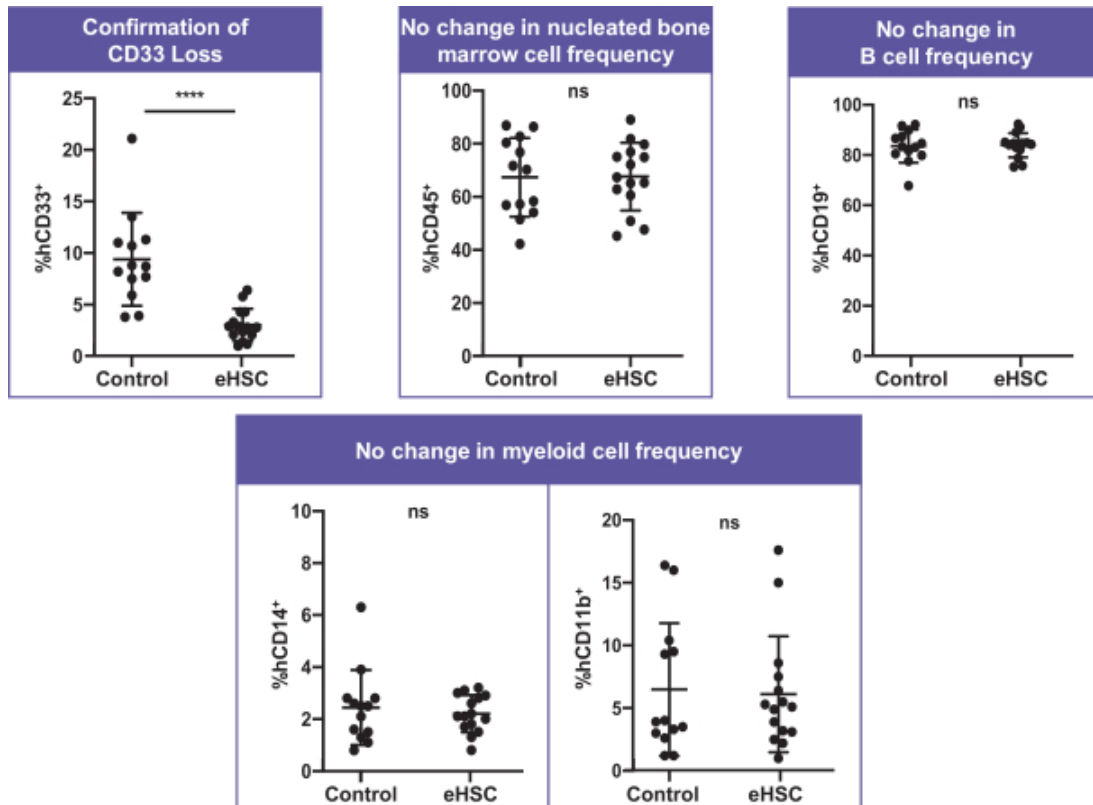
We believe, based on pioneering academic work performed by the chair of our Scientific Advisory Board, Dr. Siddhartha Mukherjee, on our own preclinical studies and on data from human genetics databases, that the CD33 surface target can be removed from HSCs without any deleterious impact on cell biology.

Dr. Mukherjee and his colleagues at the Columbia University Herbert Irving Comprehensive Cancer Center observed in *in vitro* studies that the gene for CD33 could be removed in HSCs without adverse effects on cell differentiation or immune function. It was observed that these CD33<sup>Del</sup> eHSCs were able to differentiate into various classes of hematopoietic cells such as neutrophils, monocytes and dendritic cells with the same distribution as unmodified HSCs. Furthermore, the cytokine responses of cells derived from eHSCs to immunostimulatory agents, such as lipopolysaccharide, were indistinguishable from those derived from unmodified HSCs.

We replicated Dr. Mukherjee's key findings in our own preclinical studies. In order to observe the ability of eHSCs to differentiate into different classes of blood cells, we conducted transplants of human HSCs into 15 immune-compromised mice, which we call a xenotransplant mouse model, with 15 mice used as a vehicle treated (Vh) control group. The transplanted cells consisted of CD33<sup>Del</sup> eHSCs, as well as CD33<sup>WT</sup> HSCs that acted as a control. We then observed the presence of various types of bone marrow cells at 16 weeks after transplant to measure engraftment and multilineage differentiation of the transplanted human cells in mice. As shown in the top left figure below, we observed statistically significant ( $p < 0.0001$ ) lower rates of CD33 surface proteins, suggesting successful genome engineering in CD33<sup>Del</sup> cells. As shown in the other figures below, we compared the differential potential of CD33<sup>Del</sup> HSCs to produce nucleated bone marrow cells (identified by the expression of

CD45), B cells (identified by the expression of CD19) and myeloid cells (identified by the expression of CD14 and CD11b), to such potential in CD33<sup>WT</sup> HSCs. We observed no statistically significant differences in the number of cells of each lineage produced by the CD33<sup>WT</sup> and CD33<sup>Del</sup> HSCs.

**16-week xeno-transplant mouse model engraftment data of human CD33-engineered cells**

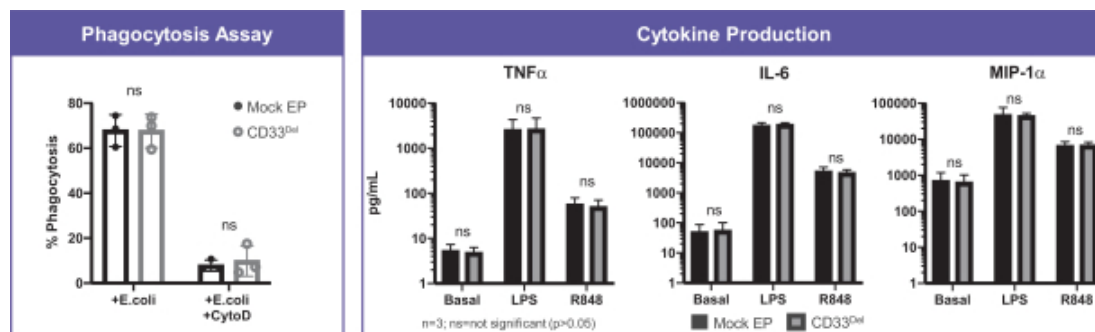


In the charts above and elsewhere in this prospectus, certain statistically significant results are noted with asterisks. A result is considered to be statistically significant when the probability of the result occurring by random chance, rather than from the efficacy of the treatment, is sufficiently low. The conventional method for measuring the statistical significance of a result is known as the “p-value,” which represents the probability that random chance caused the result (e.g., a p-value=0.001 means that there is a 0.1 percent or less probability that the difference between the control group and the treatment group is purely due to random chance). In this prospectus, except as otherwise noted, results that are not statistically significant are denoted with “ns,” a p-value less than 0.05 is denoted by a single asterisk, a p-value less than 0.01 is denoted by two asterisks, a p-value less than 0.001 is denoted by three asterisks and a p-value less than 0.0001 is denoted by four asterisks. Generally, a p-value less than 0.05 is considered statistically significant, and may be supportive of a finding of efficacy by regulatory authorities. However, regulatory authorities, including the FDA, do not rely on strict statistical significance thresholds as criteria for marketing approval and maintain the flexibility to evaluate the overall risks and benefits of a treatment.

In order to observe the ability of differentiated immune cells derived from eHSCs to fight pathogens, we compared the functionality of CD33<sup>WT</sup> and CD33<sup>Del</sup> cells *in vitro* in a phagocytosis

assay, which measures the activity of immune cells in directly engulfing pathogens, and in a cytokine production assay, which measures blood cell secretions that indirectly fight pathogens. As shown in the bottom left graph, we did not observe a difference in the phagocytosis activity between the CD33<sup>WT</sup> cells and the CD33<sup>Del</sup> cells in the presence of *e. coli* bacteria, which triggers phagocytosis, and of cytochalasin D (CytoD), which inhibits phagocytosis. Further, as shown in the bottom right graph, we did not observe differences in cytokine production of each cell type at baseline or in the presence of lipopolysaccharide (LPS) and resiquimod (R848), which are two different types of pathogen triggers.

### Functionality of cells derived from CD33<sup>Del</sup> eHSCs and CD33<sup>WT</sup> HSCs



In addition, Dr. Mukherjee's lab at Columbia University, as well as academic labs at the University of Pennsylvania and the Fred Hutchinson Cancer Research Center, have each separately tested CD33<sup>Del</sup> cells *in vivo*. In transplant experiments in mice and non-human primates, each of these groups independently observed no deleterious effects from replacing existing blood cells with CD33<sup>Del</sup> cells.

While these preclinical data offer encouraging evidence of the non-essential nature of CD33, we believe the strongest support for our approach comes from existing human genetics data. We have identified 65 individuals with homozygous loss of function mutations in the CD33 gene using the genetic database maintained by the Broad Institute. This critical evidence suggests the non-essential nature of CD33 function in humans. We believe this finding of so-called "null mutants" among the adult human population, combined with the lack of discernable *in vitro* and *in vivo* effects observed with the removal of CD33, mitigates concerns associated with introducing CD33<sup>Del</sup> eHSCs in humans.

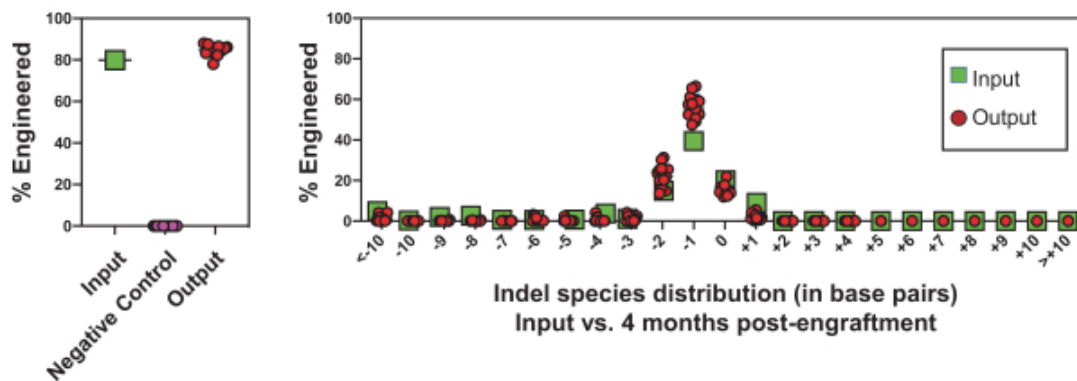
#### Effectiveness of Target Removal

We also studied the effectiveness of our genome engineering technology in creating CD33<sup>Del</sup> cells. Our expertise in genome engineering allows us to create CD33<sup>Del</sup> eHSCs using precise modifications with detailed characterization of any off-target edits. For VOR33, we have chosen to use the CRISPR/Cas9 system due to its high rate of gene removal.

In our xeno-transplant mouse model discussed above, we compared the input cells that we introduced into the mice with bone marrow cells after four months of engraftment. As shown in the left figure below, we observed that the editing frequency of the input cells that we introduced was very similar to the editing frequency of bone marrow cells in each of these 15 mice. The persistence of edited cells in this complex *in vivo* environment suggests that CD33-edited cells can persist long-term *in vivo*. We also studied the specific editing spectra by following molecular signatures formed by the DNA repair process. As shown in the right figure below, we observed that the spectra of inserted or deleted DNA, or indels, that characterize the input samples are trackable long-term in each animal. These results suggest that there is no biological pressure to eliminate any specific indel species and

that there are no indels which are preferentially selected in the complex biological environment, thereby mitigating concerns of clonal expansion and tumorigenesis.

### Editing frequency and indel species distribution



### VOR33 Clinical Plans

#### VOR33 with Mylotarg

The clinical strategy for VOR33 is to initially evaluate engraftment and tolerability, then assess clinical activity in subsequent clinical trials. Our IND application for VOR33 in combination with Mylotarg in patients with AML was submitted to the FDA in December 2020 and was accepted in January 2021, and we expect to begin the initial clinical trial of VOR33 in the first half of 2021. We anticipate initial read out of data regarding tolerability, engraftment and hematologic protection from the known myelosuppressive effects of Mylotarg in late 2021 or in the first half of 2022. If successful, this trial will provide important validating evidence of the potential of VOR33 and our broader eHSC approach.

The primary goals of our planned clinical trial are to evaluate tolerability and feasibility, with a focus on confirming that VOR33 can engraft in patients in a timely manner. Patients will then be eligible for subsequent treatment with Mylotarg, the only FDA-approved CD33 targeted therapy. While this trial is not designed to evaluate the efficacy of the combination of VOR33 and Mylotarg, we may generate data on the incidence of the previously documented hematopoietic toxicities associated with Mylotarg. Any observed protection from such on-target toxicity in this Phase 1/2a trial would serve as an important proof of principle for our research and development platform.

We expect our VOR33 Phase 1/2a trial to enroll CD33 positive AML patients who are at a high risk of relapse. We will start our screening process with patients who have achieved morphologic remission, which means they have no detectable AML blasts in peripheral blood. These patients will be screened for expression of CD33 in their blood cells, which we expect to be present in approximately 85 to 90% of patients. As part of routine clinical practice, genetic profiling will also be used to identify those patients who have disease markers associated with a high risk of disease relapse, such as MRD status. After the primary disease in these patients is put into remission, we expect a substantial number of patients will have MRD or other disease markers showing high risk of relapse and therefore will be candidates for VOR33.

To administer VOR33, HSCs from matched healthy donors will be isolated, engineered into VOR33 and then introduced into patients following myeloablative conditioning. We expect that

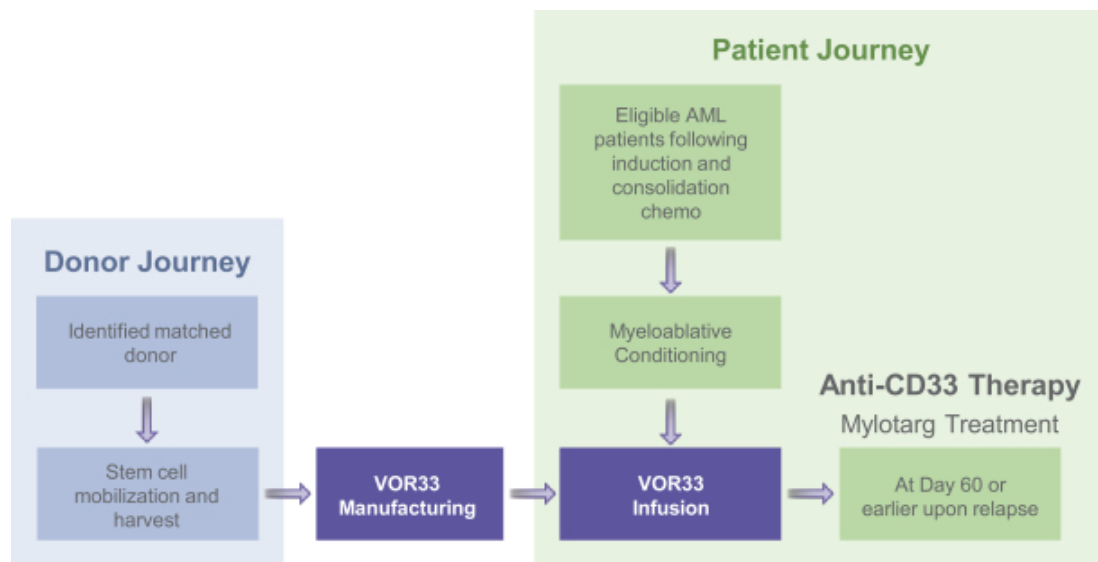
## [Table of Contents](#)

engraftment of VOR33 will occur within 28 days of administration, which occurs in over 90% of standard HSCT procedures. As a safety measure, we will freeze and preserve a portion of the original donor cells to use in case of the failure of VOR33 to engraft. At day 60, we will re-evaluate patients for disease status. Those patients with successful VOR33 grafts who experience relapse of their AML will then become eligible to be treated with therapeutic doses of Mylotarg. Other patients will be treated with maintenance doses of Mylotarg once a month for four months to address any remaining MRD.

We expect the key analytical and clinical read outs of our planned Phase 1/2a clinical trial to include the following:

- **Engraftment.** Hematologic cell counts will be assessed following transplant with the expectation that absolute neutrophil cell counts will be greater than or equal to 500/mm<sup>3</sup> by day 28 post-transplant.
- **Tolerability.** VOR33 will be evaluated for tolerability by assessing the incidence and severity of graft versus host disease and incidence of graft failure.
- **Mylotarg Toxicities.** Patients receiving Mylotarg usually exhibit significant myelosuppression within one to two weeks following dosing. Patients will be monitored for neutrophil cell counts following Mylotarg dosing.
- **Clinical Activity Observations.** Following Mylotarg treatment, patients will be monitored for the presence of MRD, which are biomarkers in bone marrow indicating remaining presence of cancer. MRD positivity is a strong predictor of AML relapse, and change from MRD positive to negative status would be clinically meaningful. In addition, patients will be assessed for the incidence of relapse-free survival and overall survival.

### Outline of the planned first-in-human trial of VOR33 in AML patients



#### *VOR33 with Other Companion Therapeutics*

We chose Mylotarg as the initial companion therapeutic for our planned Phase 1/2a trial because it is the only anti-CD33 therapy approved by the FDA. We believe that other anti-CD33 therapies that are not yet approved, such as our VCAR33 product candidate or bispecific antibodies, may ultimately

be better companion therapeutics due to higher expected potency and target specificity. We believe that the hematological toxicities that have been observed with anti-CD33 therapies are due to the expression of CD33 on normal HSCs, which results in on-target toxicity. Different therapeutics may also be more suitable in various clinical settings and disease states. We therefore plan to support research and development efforts studying the benefits of VOR33 and other eHSC approaches with several companion therapeutics using different treatment modalities. This strategy is intended to optimize the potential for VOR33 and other eHSC programs to eventually become a new standard of care in transplantation, unlocking the potential of multiple companion therapeutic tools for patients with AML and other hematological malignancies.

#### *VOR33 and Myelodysplastic Syndrome and Myeloproliferative Neoplasm*

We also believe that VOR33 has potential as a patient-protective agent in combination with treatments of other hematologic malignancies that overexpress CD33, including myelodysplastic syndrome (MDS) and myeloproliferative neoplasm (MPN). MDS consists of a spectrum of bone marrow cancers that are characterized by reduction in blood cell counts and an increase in immature blood cells in bone marrow. This condition evolves into AML in up to 30% of cases. Similarly, MPNs are a group of blood cancers such as chronic myelogenous leukemia, chronic neutrophilic leukemia, polycythemia vera, primary myelofibrosis and essential thrombocythemia where excessive fully differentiated blood cells are produced by the bone marrow, and these conditions may also evolve into more aggressive AML. Patients with these conditions can be segmented into different risk categories based on cell counts and cytogenetics, with intermediate- or high-risk patients often treated with HSCT, and together MDS and MPN are the most common indications for allogeneic HSCT outside of AML. Although this malignancy is not treated by anti-CD33 therapy today, scientific evidence produced by third parties shows that blast cells responsible for MDS and MPN express CD33 and other myeloid cell surface targets. We believe VOR33 has the potential to provide a therapeutic window that enables anti-CD33 therapies to be effective in those settings, and we are exploring the potential use of VOR33 in combination with companion therapeutics in these indications.

#### **Extension of Our Approach to Other Targets**

Our vision for improving access to anticancer therapies extends beyond CD33 and we believe that we will be able to apply our eHSC technology to other proteins. There are several other proteins that are expressed on hematologic malignancies and for which therapies have been developed, only to be discontinued in clinical development due to toxicities that impact healthy hematopoietic cells. We are assessing the potential of creating eHSC solutions to these problems through a systematic approach based on our experience in developing VOR33.

- *Target Selection.* We identify a potential target based on its high expression in specific tumors that are routinely treated using HSCT and where the target of interest is also expressed on normal hematopoietic cells. We mine available human genomic databases for evidence that individuals have naturally occurring mutations that may inactivate genes for this target, suggesting that our genetic alteration of the target will not lead to any deleterious effects. We prioritize targets for which an existing target-specific therapy is already available as an approved drug or is in clinical development by others. We anticipate that in the future we will, in parallel, develop eHSCs and bring novel potential companion therapeutic candidates into clinical development either on our own or through collaborations.
- *Gene Inactivation Strategy.* We explore different approaches to inactivating genes and assess multiple options to select the method that results in precise gene alterations and the highest yield. We conduct extensive analyses of engineered HSCs to assess genome engineering efficiency and the degree of off-target gene alterations.
- *Biological Proof-of-Concept.* We examine the differentiation patterns of eHSCs compared to unmodified HSCs to determine if our gene modifications result in any alterations in the



distribution of progeny cells. We test the ability of cells derived from eHSCs to respond to standard stimuli and retain normal cellular function. We then assess the ability of our eHSCs to evade targeted therapies in both *in vitro* and *in vivo* assays.

### **VCAR33 for the Treatment of Hematological Malignancies**

#### *Overview*

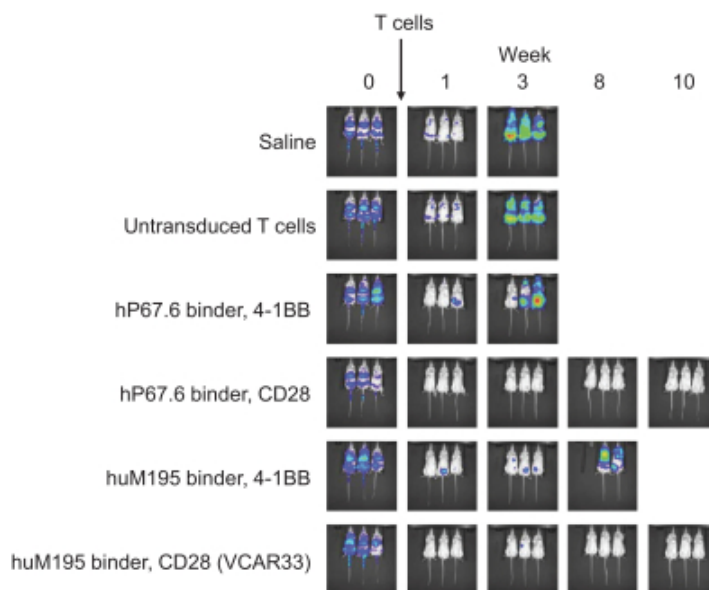
VCAR33, developed originally at the NIH, is a CAR-T therapy designed to target CD33. It is currently being studied by the NMDP in a multi-site Phase 1/2 clinical trial for young adult and pediatric patients with relapsed/refractory AML as a monotherapy in a bridge-to-transplant setting. We expect investigators to report initial clinical data from this trial in 2022. VCAR33 uses a CAR molecule that recognizes CD33 on the outside of the cell surface using the huM195 CD33 binder. This is the same binder also used in lintuzumab, which is a molecule that has been tested in clinical trials and demonstrated clinical activity. We believe VCAR33 is an excellent complement to VOR33 as a companion therapeutic in the VOR33/VCAR33 Treatment System. In addition, we plan to continue development of VCAR33 as a monotherapy for AML.



#### *Preclinical Proof of Concept*

The NIH conducted preclinical studies to assess the ability of various CAR-T constructs, including a construct using the huM195 binder, to clear human AML tumor cells implanted in mice. These CAR-T constructs, as well as a saline solution and untransduced T cells used as controls, were administered to mice that were then observed over the course of a 10-week period. As shown in the figure below, the constructs targeting the 4-1BB costimulatory domain were less active against the AML cells than those containing CD28. In addition, in other studies, the NIH noted toxicity signals in CAR constructs containing the hP67.6 binder, which is the same binder used in Mylotarg. As a result, the NIH choose to take the construct using the huM195 binder and CD28 into clinical development.

### Tumor cell clearance of CAR constructs in mouse xenograft models

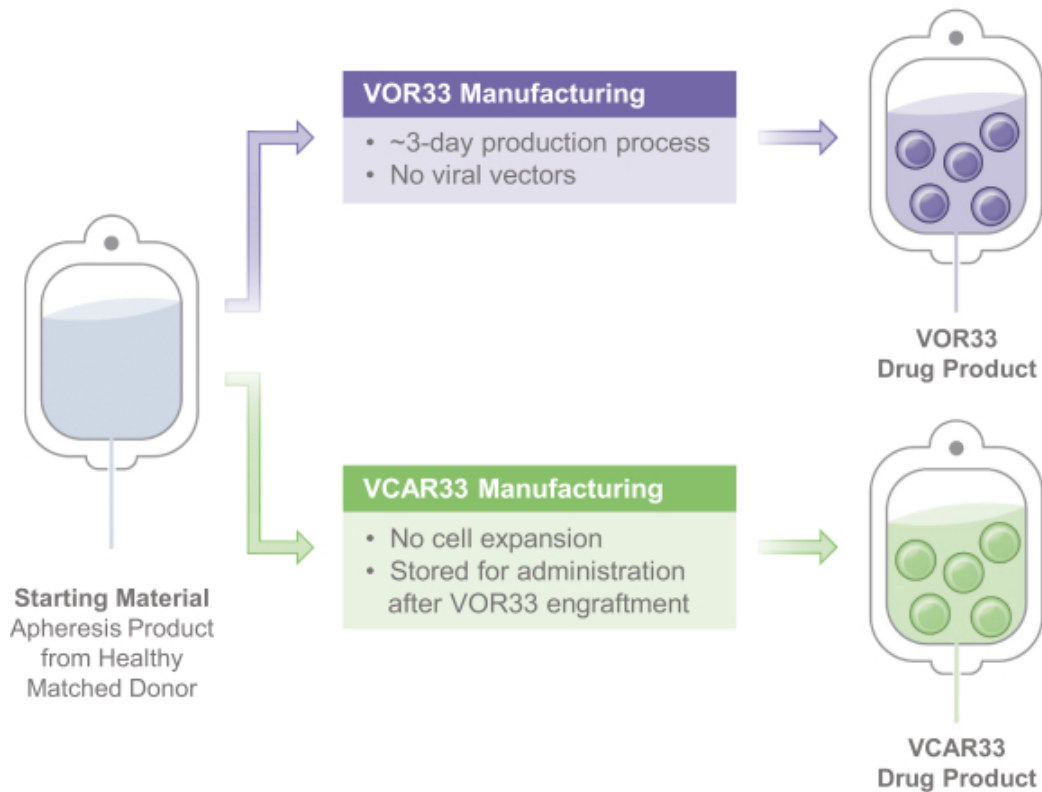


#### VCAR33 Cell Sources

It is envisaged that VCAR33 will be used in two different settings with two different sources of starting materials. The first setting is using VCAR33 as a monotherapy in the setting of relapsed/refractory AML, where patients have failed prior lines of therapy and need further treatment to achieve morphologic remission and, if possible, subsequent HSCT. This setting sources T cells from the patient (autologous cells).

The second setting will use VCAR33 as a companion therapeutic following eHSC therapy, such as VOR33, where the objective is to cause prolonged remission or cures in patients following transplantation. In this setting, T cells can be sourced from the same cell source as VOR33 (allogeneic cells). A distinct advantage of preparing both the VOR33 and anti-CD33 CAR-T cells from the same donor is that donor-derived T cells should not recognize CAR-T cells as foreign, potentially prolonging persistence. In addition, sourcing T cells from healthy donors may provide a healthier, more abundant cell source, allowing for optimizations and efficiencies in the manufacturing process that are not possible with autologous sources. Unlike autologous CAR-T therapies, the manufacturing of the CAR-T cells would not be rate limiting when combined with VOR33, as the CAR-T therapy would not be needed until 60 days after administration of VOR33.

**Production of VOR33/VCAR33 Treatment System from the same donor**



*VCAR33 Bridge-to-Transplant Clinical Development*

VCAR33 is currently being studied by the NMDP as a monotherapy in the bridge-to-transplant setting in a first-in-human Phase 1/2 clinical trial with the aims of evaluating the safety, feasibility and preliminary efficacy of VCAR33 administered to young adult and pediatric patients with relapsed/refractory AML. The trial is running in two phases: the first phase, which is expected to enroll approximately 12 patients, is designed to determine the maximum tolerated dose of VCAR33 using a 3+3 trial design; the second phase, which is expected to enroll up to 16 patients, is an expansion phase designed to evaluate the rate of clinical response to treatment. VCAR33 could cause bone marrow failure due to the elimination of normal hematopoiesis in the absence of an approach that limits on-target toxicity, and therefore, the clinical trial is studying VCAR33 in the bridge-to-transplant setting, where bone marrow failure is manageable with the transplant. Patients are monitored for safety endpoints associated with CAR-T therapy including evidence of cytokine release syndrome, hepatotoxicity and neurotoxicity. Additional endpoints, such as graft versus host disease incidence, treatment-related mortality and time to engraftment, will be assessed post-HSCT to determine the safety of VCAR33 in combination with the transplantation procedure.

Key clinical efficacy endpoints of the trial include reduction of the blast count in the bone marrow to achieve a morphologic remission, assessment of the elimination of MRD by flow cytometry or molecular methods and the percent of patients consequently able to proceed to a potentially curative HSCT. Standard transplant-related outcomes of the trial including overall survival, relapse rates and

## Table of Contents

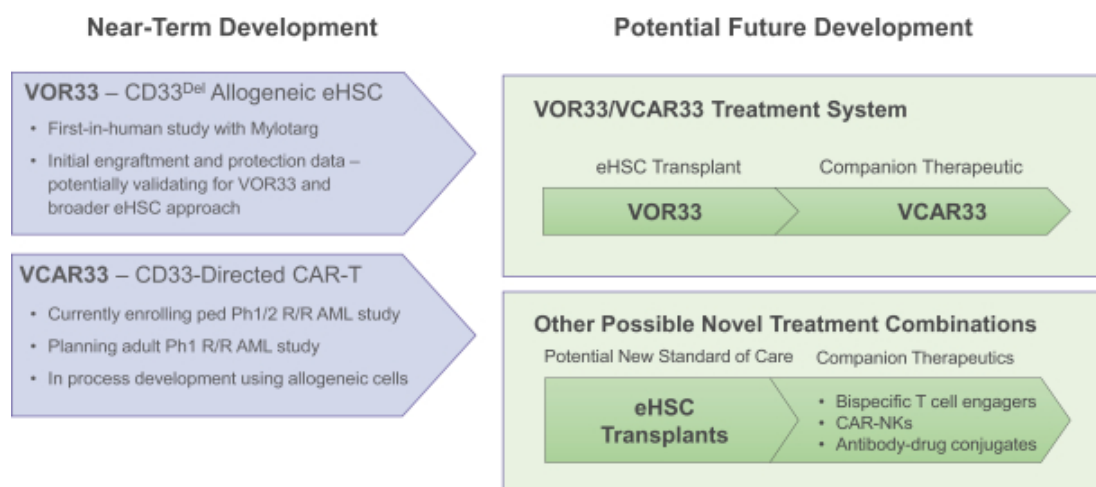
event-free survival will be measured. Exploratory objectives will assess VCAR33 performance in patients including expansion and persistence within the blood and bone marrow.

We plan to conduct a company-sponsored VCAR33 Phase 1/2 clinical trial in older patients with relapsed/refractory AML as a bridge-to-transplant monotherapy. We currently expect to initiate this trial after the NMDP reports initial safety and efficacy data from its VCAR33 trial in young adults and pediatric patients. We believe VCAR33 used in the pre-HSCT setting could enable reduced intensity HSCT conditioning regimens, providing the potential for clinical activity with less toxicity, which is important for treating older patients.

### **VOR33/VCAR33 Treatment System—Clinical Development**

We intend to file an IND application with the FDA and conduct a clinical trial of the VOR33/VCAR33 Treatment System after initial results from the VOR33 Phase 1/2a clinical trial and the VCAR33 Phase 1/2 monotherapy clinical trial are reported. We believe demonstration of disease clearance activity by VCAR33 would provide a fundamental rationale for further development in a non-relapse/refractory population which is still high risk, including patients with poor prognostic molecular markers and/or MRD positivity. We would evaluate VCAR33 in a post-VOR33 transplant setting to reduce the risk of recurrence or treat evidence of early relapse. Through use of VOR33, we believe VCAR33 could be used in a post-transplant maintenance setting since CD33 negative hematopoiesis established by the VOR33 graft would be protected from eradication. The objective of this trial would be to assess the safety and initial clinical efficacy of the VOR33/VCAR33 Treatment System.

#### **Plan for establishing eHSC standard of care and enabling treatment combinations**



### **Ongoing Preclinical Programs**

We are leveraging our Vor platform to assess the potential of generating eHSCs in which the expression of other surface targets has been removed, including targets such as CD123 and CLL-1. We are generating eHSCs in which these genes have been inactivated individually as well as multiplexed in combination with CD33. In early preclinical studies, we have observed potential evidence of the biological non-essential nature of CD123 and CLL-1 in hematopoietic lineage cells.

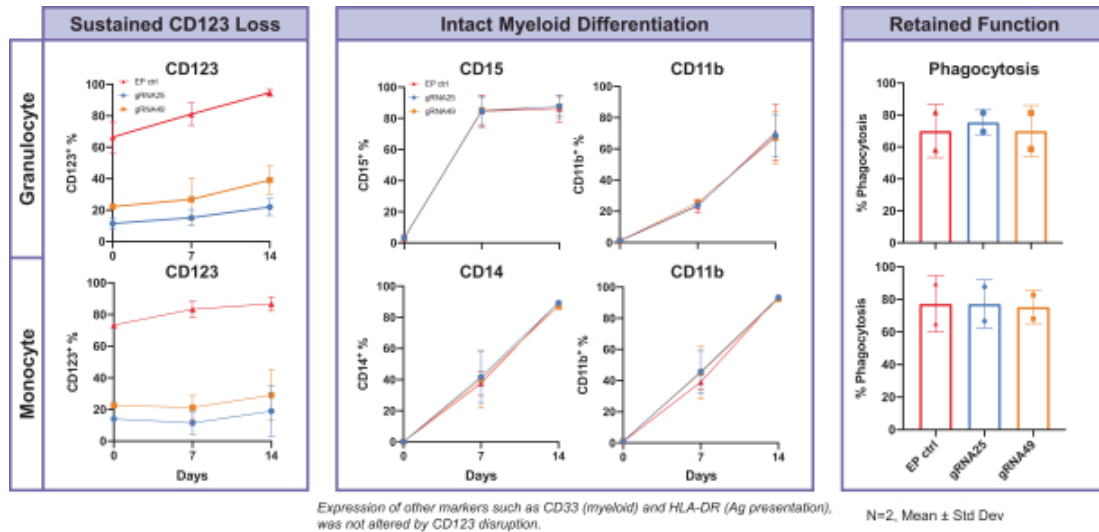
*In Vitro Studies*

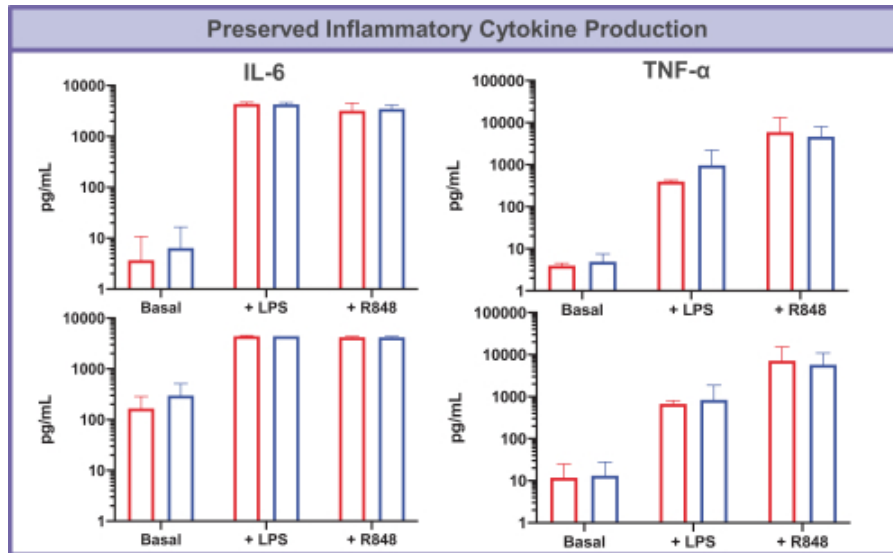
CD123 is widely overexpressed in various hematologic malignancies including AML, MDS, acute lymphoblastic leukemia, hairy cell leukemia, Hodgkin lymphoma and blastic plasmacytoid dendritic neoplasm. Overexpression of CD123 in AML is associated with increased cancer cell replication rate and a poorer prognosis. CD123 is also expressed on multiple normal hematopoietic lineage cells, and treatment-related toxicities have been noted in third-party clinical-stage CD123-directed programs. We believe that removing CD123 from HSCs would limit these on-target toxicities.

In preclinical studies, we have engineered HSCs to remove the CD123 surface target (CD123<sup>Del</sup> eHSCs) using a variety of gRNAs and compared these CD123<sup>Del</sup> eHSCs and their progeny to wild type cells that were not engineered (CD123<sup>WT</sup> HSCs). As shown in the left hand figures below, we measured the CD123 positivity rate of granulocyte and monocyte cells derived from CD123<sup>Del</sup> eHSCs and from CD123<sup>WT</sup> HSCs, which served as a control, over a 14-day period. We observed that the level of CD123<sup>Del</sup> cells remained lower over the 14-day period, suggesting that these blood cells sustained the loss of CD123 over time.

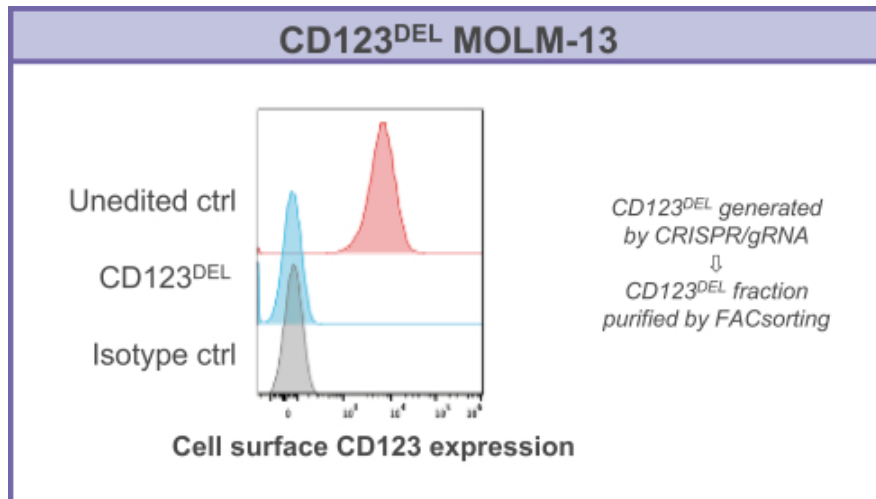
We also studied the rate at which CD123<sup>Del</sup> and CD123<sup>WT</sup> HSCs differentiated into various classes of blood cells, including CD15 positive, CD11b positive and CD14 positive cells, in *in vitro* assays over a 14-day period. As shown in the upper middle figures below, we observed that CD123<sup>Del</sup> eHSCs differentiated into these other cells at a rate that was essentially identical to that of CD123<sup>WT</sup> HSCs. We also employed phagocytotic assays and inflammatory cytokine production assays to study the functionality of the CD123<sup>Del</sup> eHSCs and of CD123<sup>WT</sup> HSCs and their progeny. As shown in the figures on the upper right immediately below, as well as the lower figure below, we observed no difference in functionality between the progeny of eHSCs and WT HSCs, suggesting that the deletion of CD123 had no deleterious effects on cellular function.

**CD123<sup>Del</sup> and CD123<sup>WT</sup> HSCs—differentiation and functional activity of progeny cells**





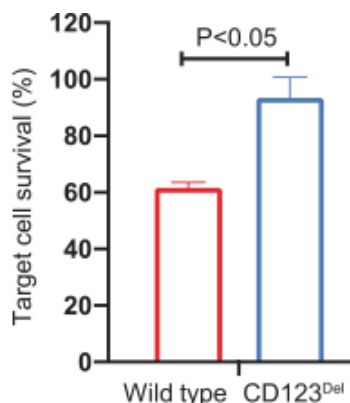
We also examined the survival rates of CD123<sup>Del</sup> MOLM-13 AML cell lines that were exposed to an anti-CD123 CAR-T therapy. We began with MOLM-13 cell lines and removed the CD123 target using CRISPR-Cas9 technology and FACS-based sorting, which is a method of separating blood cells based on cell type and target expression. As shown in the figure below, the CD123<sup>Del</sup> MOLM-13 cell lines that we created were comparable in their CD123 expression to the isotypes that were used as controls for the lack of CD123 expression.



The key feature we observed that distinguished the CD123<sup>Del</sup> cells from the CD123<sup>WT</sup> cells was their reaction to exposure to an anti-CD123 agent. As shown in the figure below, we exposed the CD123<sup>Del</sup> AML cell lines, as well as the CD123<sup>WT</sup> AML cell lines, to an anti-CD123 CAR-T therapy. We observed statistically significant higher rates of survival in the CD123<sup>Del</sup> cells when exposed to an anti-CD123 cell agent in comparison to the CD123<sup>WT</sup> cells. These results suggest that CD123<sup>Del</sup> cells are better able to survive in the presence of an anti-CD123 CAR-T therapy, which may allow for better

outcomes for patients who receive HSCT using CD123<sup>Del</sup> cells and may unlock the potential of these therapies to address additional indications.

### CD123<sup>Del</sup> cells in the presence of an anti-CD123 CAR-T therapy

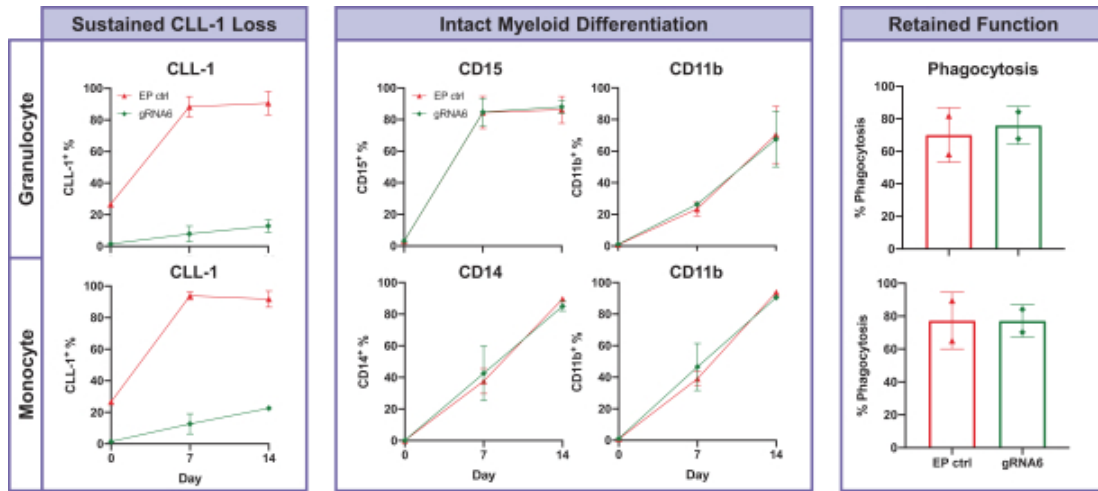


CLL-1 is overexpressed in AML and other hematologic malignancies, which has made it a target for development of anti-CLL-1 CAR-T therapies. However, CLL-1 is also expressed on normal hematopoietic cells such as granulocytes and monocytes. In studies conducted by a third party, an anti-CLL-1 CAR-T therapy was tested in AML patients in the bridge-to-transplant setting. However, administration of these CAR-T therapies was associated with broad suppression of hematopoietic cells and an increased risk of infection.

In preclinical research, we optimized the creation of CLL-1<sup>Del</sup> eHSCs such that we routinely remove the CLL-1 surface target in the majority of cells. We have also compared the differentiation and function of these modified cells to CLL-1<sup>WT</sup> cells in *in vitro* assays. As shown in the left figure below, we measured the CLL-1 positivity rate of granulocyte and monocyte cells derived from CLL-1<sup>Del</sup> eHSCs and from CLL-1<sup>WT</sup> HSCs, which served as a control, over a 14-day period. We observed that the level of CLL-1<sup>Del</sup> cells remained lower over the 14-day period, suggesting that these blood cells sustained the loss of CLL-1 over time.

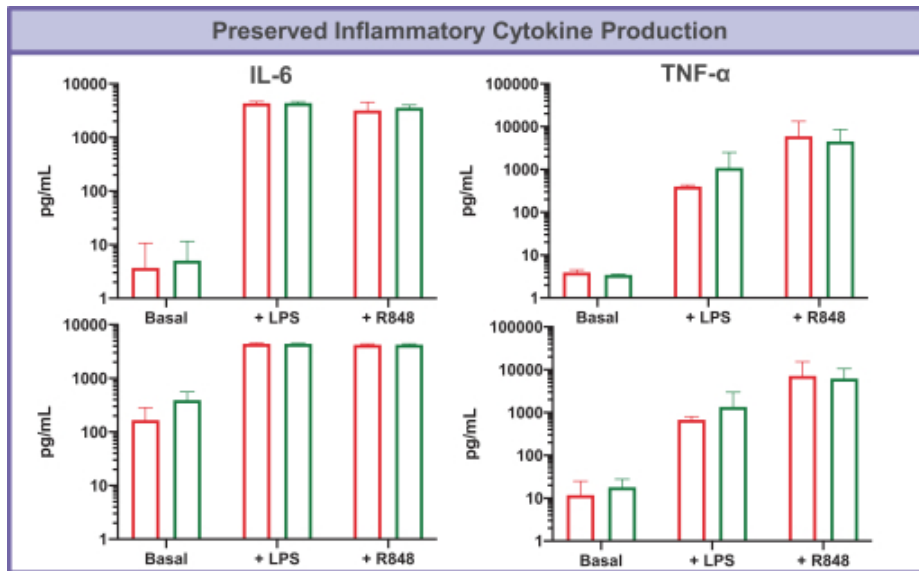
In addition, we studied the rate at which CLL-1<sup>Del</sup> and CLL-1<sup>WT</sup> HSCs differentiated into various classes of blood cells, including CD15 positive, CD11b positive and CD14 positive cells, in *in vitro* assays over a 14-day period. As shown in the middle figures below, we observed that CLL-1<sup>Del</sup> eHSCs differentiated into these other cells at a rate that was essentially identical to that of CLL-1<sup>WT</sup> HSCs. We also employed phagocytotic assays and inflammatory cytokine production assays to study the functionality of the CLL-1<sup>Del</sup> eHSCs and of CLL-1<sup>WT</sup> HSCs and their progeny. As shown in the figures on the upper right immediately below, as well as the lower figure below, we observed no difference in functionality between the progeny of eHSCs and WT HSCs, suggesting that the deletion of CLL-1 had no deleterious effects on cellular function.

**CLL-1<sup>Del</sup> and CLL-1<sup>WT</sup> HSCs—differentiation and functional activity of progeny cells**



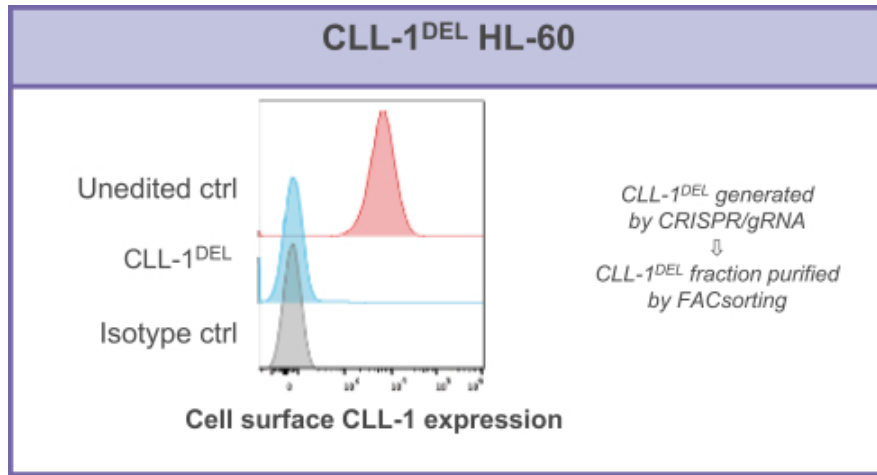
Expression of other markers such as CD33 (myeloid) and HLA-DR (Ag presentation), was not altered by CD123 disruption.

N=2, Mean ± Std Dev



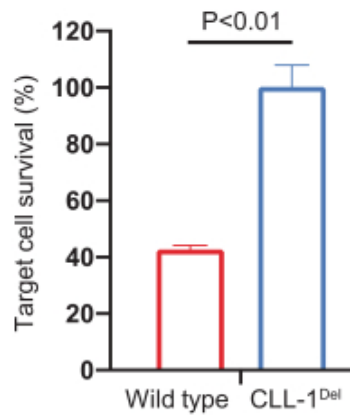
We also examined the survival rates of CLL-1<sup>Del</sup> HL-60 AML cell lines that were exposed to an anti-CLL-1 CAR-T therapy. We began with HL-60 cell lines and removed the CLL-1 target using CRISPR-Cas9 technology and FACS-based sorting, which is a method of separating blood cells based on cell type and target expression. As shown in the figure below, the CLL-1<sup>Del</sup> HL-60 cell lines that we created were comparable in their CLL-1 expression to the isotypes that were used as controls for the lack of CLL-1 expression.





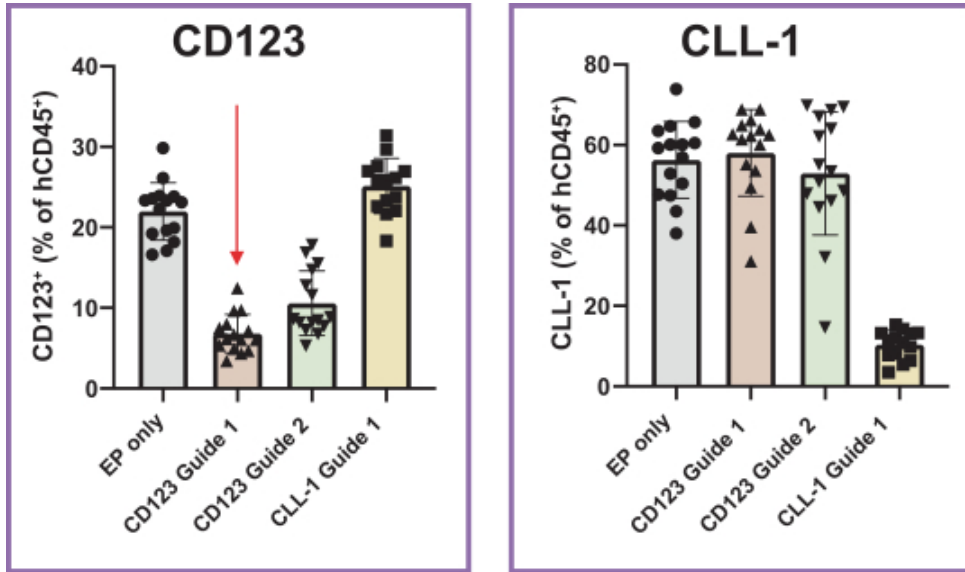
We then exposed the CLL-1<sup>Del</sup> HL-60 and the CLL-1<sup>WT</sup> HL-60 cell lines to an anti-CLL-1 CAR-T therapy. As shown in the figure below, we observed a statistically significant higher rate of survival in CLL-1<sup>Del</sup> HL-60 cell lines compared to CLL-1<sup>WT</sup> HL-60 cell lines.

**Survival rate of CLL-1<sup>Del</sup> cell lines exposed to an anti-CLL-1 CAR-T therapy**

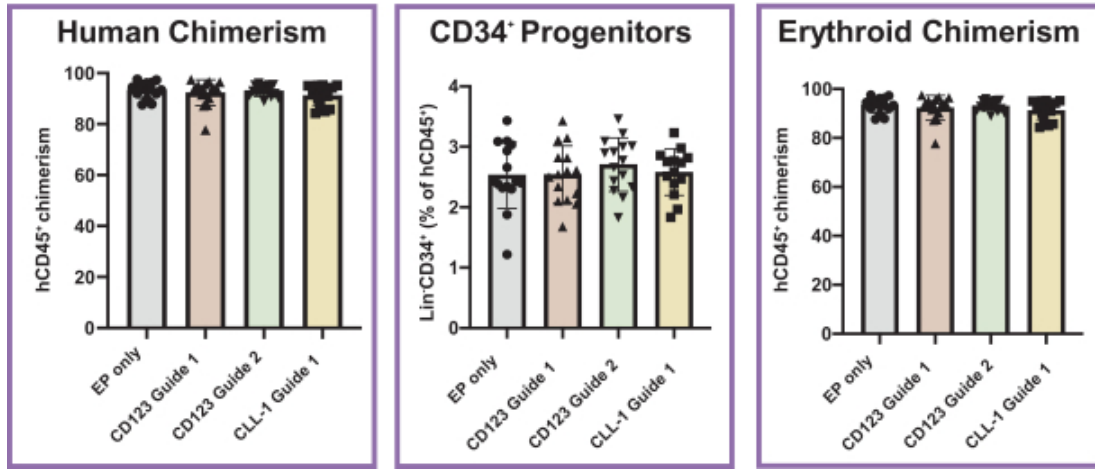


*In Vivo Studies*

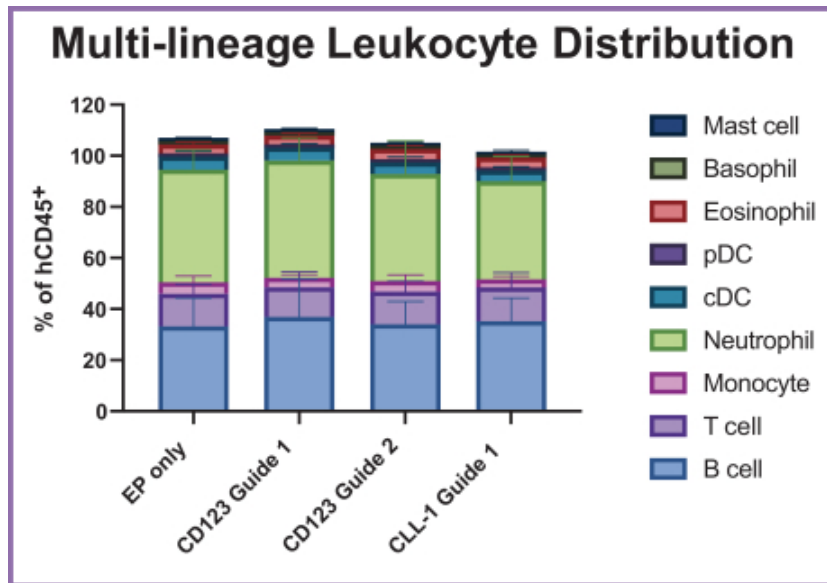
In order to evaluate the viability and functionality of CD123<sup>Del</sup> and CLL-1<sup>Del</sup> cells, we created human to mouse xeno-transplant models, consisting of two sets of human CD123<sup>Del</sup> HSCs and their progeny (collectively, HSPCs) that were each modified using different gRNAs, of human CLL-1<sup>Del</sup> HSPCs and of control cells that underwent electroporation (EP) only. After a period of 16 weeks, we assessed bone marrow cells of the mice for lack of the CD123 and CLL-1 targets. As shown in the figures below, we observed statistically significant reductions in CD123<sup>+</sup> and CLL-1<sup>+</sup> cells in mice that had received CD123<sup>Del</sup> and CLL-1<sup>Del</sup> HSPCs, respectively. These results suggest that CD123<sup>Del</sup> and CLL-1<sup>Del</sup> HSPCs are capable of long-term engraftment in a biologically complex environment.



In this same xeno-transplant study, we also measured the proportion of the CD123<sup>Del</sup> and CLL-1<sup>Del</sup> HSPCs that contained nucleated cells, as measured by hCD45 or CD235 positivity. As shown in first figure below, we observed no statistically significant differences in the proportion of these cells in the CD123<sup>Del</sup> and CLL-1<sup>Del</sup> bone marrow cells in comparison to the EP cells. Our findings suggest that the CD123<sup>Del</sup> and CLL-1<sup>Del</sup> HSPCs did not affect human cell reconstitution after long-term engraftment. Furthermore, as shown in the remaining figures below, the removal of these proteins did not have a statistically significant impact on the presence of hematopoietic precursor cells or erythroid cells in mice with these modified cells compared to mice with EP cells.



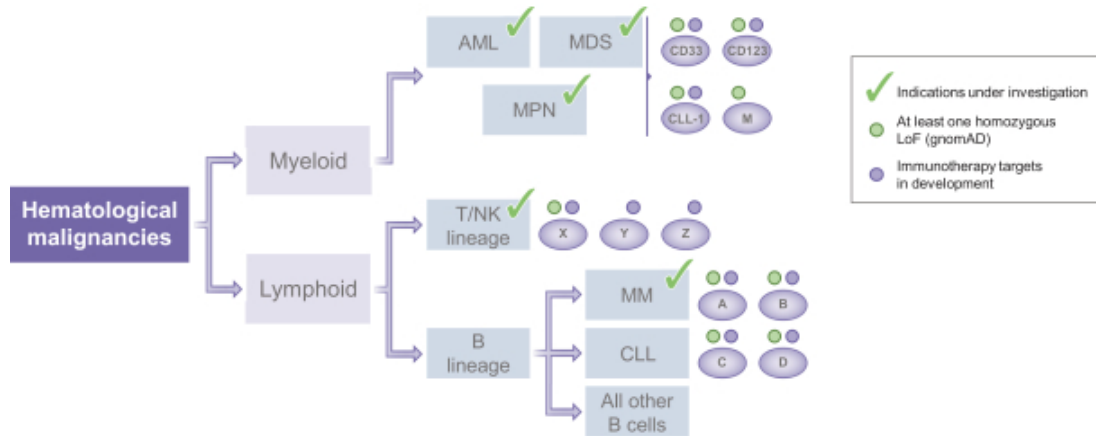
We evaluated the multi-lineage leukocyte distribution of the CD123<sup>Del</sup> and CLL-1<sup>Del</sup> cells in comparison to the EP cells. As shown in the figure below, we did not observe substantial differences in the distribution of these various cell types among the cells tested, despite the loss of antigens.



**Future Diseases Beyond AML**

We believe that our eHSCs have the potential to become the standard of care in hematologic malignancies treated with HSCT. In particular, our eHSCs have the potential to be employed to treat hematological malignancies for which a targeted therapy is available for treatment but is limited by on-target toxicity. As shown in the figure below, we have identified a number of other hematological malignancies that provide the opportunity for our technology to be employed, and we are evaluating the corresponding targets in our early stage pipeline. We intend to aggressively pursue the creation of additional eHSC product candidates in indications for which our technology shows promise. In addition to AML, our early assessments of surface targets and the therapeutic landscape have indicated the potential of our eHSCs to treat myelodysplastic diseases/myeloproliferative neoplasms (MDS/MPN), chronic lymphocytic leukemia (CLL), multiple myeloma (MM) and T and natural killer (T/NK) cell malignancies.

**Vor research pipeline and hematologic malignancies**



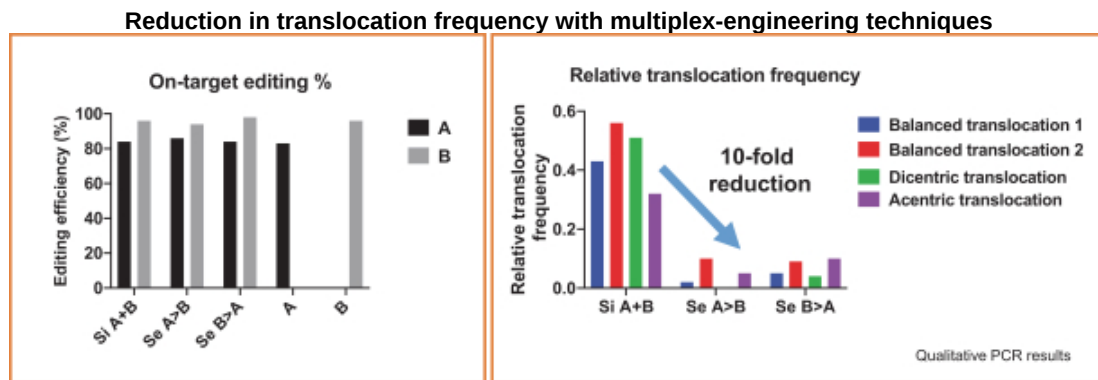
In addition to approaches that rely on target removal, we believe our expertise in genome engineering will enable us to expand our platform to approaches using gene insertion, gene correction and other gene therapy techniques. Using this range of gene engineering technologies on HSCs, we believe we have the potential to address additional types of hematological malignancies beyond those identified above as well as other non-hematological diseases using HSC transplant as a treatment opportunity.

**Multiplex Engineering**

Multiplex engineering is a strategy and method where multiple genetic targets are engineered within the same cells in the same manufacturing process. Multiplex engineering could allow removal or modification of two distinct genes, thus allowing for companion therapeutics directed at two separate targets to be used in combination or in sequence, which could be particularly valuable to prevent escape mechanisms involving tumor cells down-regulating target expression.

Because multiplex engineering makes multiple edits to DNA, one potential pitfall of this method is a translocation error, which is a gene repair resulting in one DNA segment joining other DNA segments from different parts of the same chromosome or segments of other chromosomes. To attempt to minimize the risks of translocation errors, we are conducting preclinical studies with HSCs that have been edited using different multiplex engineering techniques. As shown in the left hand figure below, we introduced two edits in a cell line in three different timing sequences. In one instance, we induced

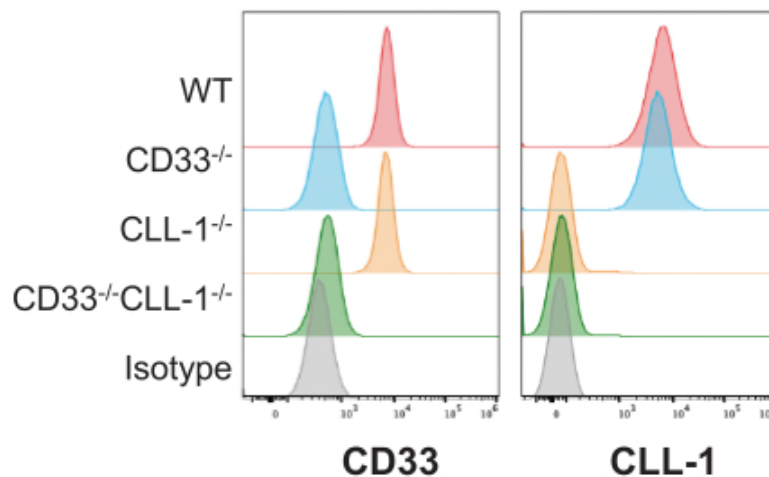
the edits simultaneously, and in the others we introduced them sequentially. We then compared the on-target editing of those cells with cells that had only one edit. We did not observe any differences in the on-targeting editing profile of the tested cell lines. However, as shown in the figure on the right, we did observe an approximately ten-fold reduction in different kinds of translocation frequency in sequentially edited cells compared to the simultaneously edited cells.



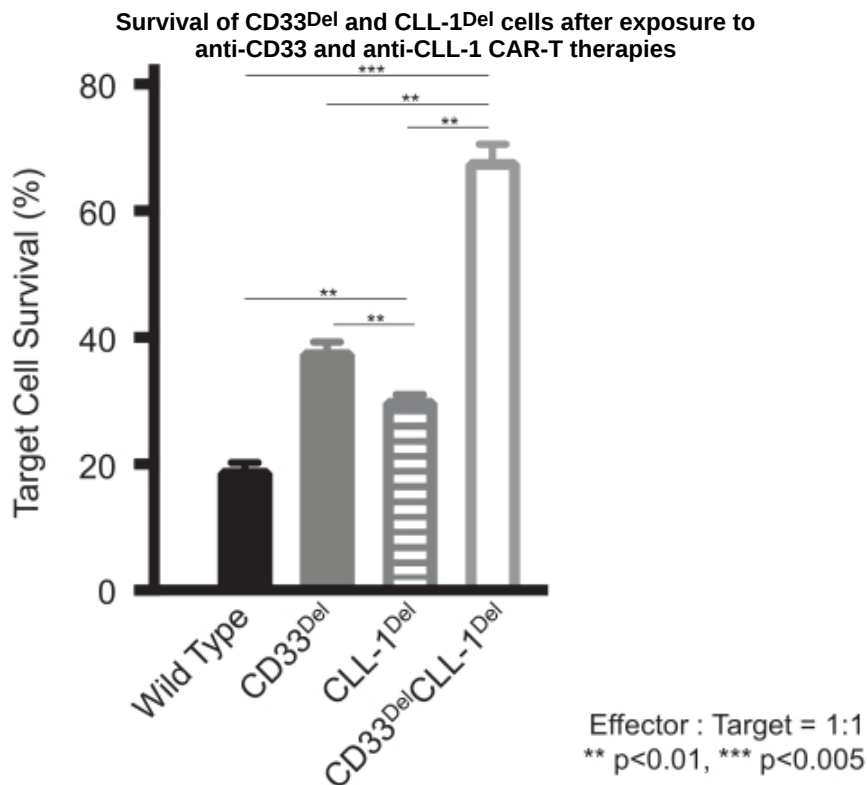
Si: Simultaneous electroporation; Se: Sequential electroporation; A and B represent undisclosed gene targets

We also generated engineered AML cell lines using our multiplex-engineering approach in which both CD33 and CLL-1 surface targets were removed. As shown in the figure below, we created HL-60 cell lines from which either CD33 or CLL-1 or both CD33 and CLL-1 had been removed using CRISPR-Cas9 technology. We then used flow cytometric detection of the loss of these surface proteins from the various engineered cell lines and compared them to the WT cell line and isotype controls. The WT cell line showed high expression of both CD33 and CLL-1, whereas the CD33<sup>-/-</sup> line lacked CD33 expression while expressing high levels of CLL-1, the CLL-1<sup>-/-</sup> line lacked CLL-1 expression while expressing CD33 and the CD33<sup>-/-</sup>CLL-1<sup>-/-</sup> cell line lacked expression of both proteins. In each instance, the lack of expression was comparable to the isotypes that were used as controls for the lack of protein expression.

**Expression of CD33 and CLL-1 in Single or Multiplex Engineered Cells**



In preclinical studies, we observed that the WT cell lines were differentiated from the multiplex engineered cell lines in the extent to which they exhibited impact from target specific treatments. As shown in the figure below, we compared the survival of WT, CD33<sup>Del</sup>, CLL-1<sup>Del</sup> and CD33<sup>Del</sup>+CLL-1<sup>Del</sup> cell lines when simultaneously exposed to CD33 and CLL-1 CAR-T treatments *in vitro*. We observed statistically significant higher survival for cell lines with protein removals corresponding to the CAR-T targets, with the highest survival in the cell line lacking both CD33 and CLL-1 surface targets. These results suggest that the removal of these surface targets provided protection of the cell lines from the target-specific effects of the CAR-T therapy.



**Commercial Strategy and Reimbursement Framework for Our eHSCs and CAR-T Product Candidate**

Our goal is to maximize the reach of our therapies, if approved, to all patients in the transplant setting suffering from hematological malignancies. Each year, approximately 42,500 new cases of AML are diagnosed across the United States (~20,000), Europe (~18,000) and Japan (~4,500). For the past 20 years, there has been an increasing trend in allogeneic transplants for AML. Currently, there are approximately 12,000 allogeneic HSCTs performed globally each year, with approximately 3,500 performed in the United States, 7,000 in Europe and 1,500 in Japan.

We believe we will be able to commercialize our eHSCs, if approved, with a focused footprint where we can leverage the existing logistical infrastructure of the NMDP and HSC transplants centers. HSCTs are performed at tertiary medical care hospitals with specialized HSC transplant centers. The United States,

EU5 and Japan have approximately 200, 300 and 185 transplant centers, respectively. The transplant volumes are further concentrated with 15%, or approximately 30 U.S. transplant centers, performing 50% of U.S. transplants. Building on a concentrated network of transplant centers, we have the added advantage of a rapid manufacturing process of 7-10 days. This turn-around time for collecting cells and shipping is a critical component of a successful commercialization.

We believe multiple reimbursement pathways may be available in the United States to capture the value of eHSCs and companion therapeutics, such as CAR-T. Effective for cost reporting periods beginning on or after October 1, 2020, under the Hospital Inpatient Prospective Payment System (IPPS), Medicare payment for HSCT will include a carve-out for the actual cost of stem cell acquisition and processing, and payment will instead be made on a reasonable cost basis. We believe this new rule may apply to innovative sources of donor stem cells like eHSCs. In addition, effective January 1, 2021, a new Medicare Severity Diagnosis-Related Group (MS-DRG) establishes a base payment rate of approximately \$240,000 for CAR-T cases, with a base rate for clinical trial cases of approximately \$41,000.

A potential alternative reimbursement pathway for either eHSC or CAR-T is Medicare New Technology Add-on Payment (NTAP) which, if approved, allows for temporary reimbursement for new cell therapies above the standard MS-DRG payment threshold. When certain criteria are met, the Centers for Medicare & Medicaid Services (CMS), the federal agency responsible for administering the Medicare program, may provide incremental reimbursement for up to 65% of the cost of therapy in addition to the standard MS-DRG payment. For patients covered by commercial insurance, we believe that reimbursement will be based on a case rate methodology with provisions for separate payments for new therapies such as eHSC or CAR-T. Lastly, outcomes-based agreements or value-based purchasing models is another option that is becoming more common with novel cell and gene therapies.

## **License Agreements**

### ***Exclusive License Agreement with Columbia University***

In April 2016, we entered into an exclusive license agreement (the Columbia Agreement) with The Trustees of Columbia University in the City of New York (Columbia), which agreement was subsequently amended in February 2019. Pursuant to the Columbia Agreement, we obtained a worldwide, exclusive license, with the right to grant sublicenses (subject to certain restrictions), under certain of Columbia's patents, know-how and materials to discover, develop, manufacture, have made, use, sell, offer to sell, have sold, import, export, distribute, rent or lease products that are covered by such patents or involve the use of or otherwise incorporate such know-how or materials, in each case for any and all uses. The foregoing license is subject to certain customary retained rights of Columbia, including the right to conduct academic research and publish know-how.

Under the Columbia Agreement, we are obligated to use commercially reasonable efforts to research, discover, develop and market licensed products for commercial sale and distribution, including by achieving one or more specified diligence milestones.

Under the Columbia Agreement, we paid Columbia an upfront fee of \$25,000 and issued to Columbia 1,250,000 shares of our common stock. Under the Columbia Agreement, we are obligated to pay Columbia an annual fee in the low five digits, as well as royalties on net sales of products that are covered by the licensed patents ranging in the low single digits and on net sales of products that are not covered by the licensed patents but involve the use of or otherwise incorporate licensed know-how or materials ranging in the low single digits (which range is lower than the range for patented products), in each case with respect to such products sold by us but not our sublicensees. Royalties are payable

on a patented product-by-patented product basis and country-by-country basis for such period as a valid claim covers such patented product in such country, which we expect to be until January 2040, absent any applicable patent term extensions, and, on an unpatented product-by-unpatented product and country-by-country basis for the longer of ten years from first commercial sale of such unpatented product in such country or expiration of any market exclusivity for such unpatented product in such country. If the royalty term for a patented product expires in a country and such product would otherwise qualify as an unpatented product in such country (and the applicable royalty term for such unpatented product has yet to expire in such country), then we are obligated to pay Columbia royalties for such unpatented product for the remainder of the royalty term in such country. Additionally, we are obligated to pay Columbia up to \$4.45 million in the aggregate for certain clinical, regulatory and commercial milestones for the first two products and a mid-second decile percentage of consideration received from sublicensees, including royalties, provided that if such sublicensing income includes a milestone payment for which we are already obligated to make a milestone payment under the Columbia Agreement, then Columbia shall only be entitled to the higher of our milestone payment and its portion of the sublicensing income.

The Columbia Agreement expires on a country-by-country and product-by-product basis upon expiration of the applicable royalty term for such product in such country. Columbia may either terminate the Columbia Agreement or convert our license to a non-exclusive license in the case of our insolvency, or upon our uncured material breach of the agreement of certain specified provisions, including in the event that we fail to achieve one or more specified diligence milestone(s) and fail to mutually agree upon a revised plan for development of a licensed product. Additionally, we have the right to terminate the Columbia Agreement at any time upon specified written notice to Columbia.

#### ***Exclusive License Agreement with National Institutes of Health***

In October 2020, we entered into a patent license agreement (the Patent License) with the U.S. Department of Health and Human Services, as represented by National Cancer Institute (NCI) of the NIH. Pursuant to the Patent License, we hold an exclusive, worldwide license, sublicenseable with the prior written consent of NIH, to certain intellectual property rights to develop, manufacture and commercialize licensed products, or to practice licensed processes, in each case, for use in the development of a CAR therapy mono-specific for CD33 for the prophylaxis or treatment of CD33-expressing hematological malignancies (but excluding CD33-specific logic-gated CAR-based immunotherapies) wherein the CAR is comprised of the CD33-binding domain referenced as Hu195 or hP67.6, is delivered via lentiviral transduction, and the T cells are delivered autologously or allogeneically, which we collectively refer to as the field of use.

Pursuant to the terms of the Patent License, we are required to pay NCI a license issue fee in the aggregate amount of \$400,000. The terms of the Patent License also require us to pay NCI de minimis minimum annual royalties, which royalties are creditable against earned royalties on sales of licensed products or licensed processes. We must also pay NCI tiered royalties on net sales of licensed products at rates ranging in the low single digits if the product CAR-T cells are delivered autologously, and at a higher range of rates in the low single digits if the product CAR-T cells are delivered allogeneically. Such royalties are payable on a licensed product-by-licensed product and country-by-country basis, commencing on the date of first commercial sale of such licensed product in such country, until the date such licensed product ceases to be covered by a valid claim of a licensed patent in such country, which we expect to occur in March 2039, absent any applicable patent term extensions, and are subject to reduction for unblocking licenses from third parties, subject to a specified royalty floor.

We are also required to pay NCI one-time milestone payments upon successful completion of specified clinical and regulatory milestones relating to the licensed products. The aggregate potential



## [Table of Contents](#)

milestone payments are \$8.0 million. In addition, we are required to pay NCI one-time milestone payments following aggregate net sales of licensed products at certain net sales up to \$2.0 billion. The aggregate potential amount of these milestone payments is \$6.0 million. To the extent we enter into a sublicensing agreement relating to a licensed product, we are required to pay NCI a percentage of the non-royalty based consideration received from a sublicensee, with specified exclusions, which percentage ranges from the low single digits to low double digits, depending on the stage of development of the licensed product at the time of the sublicense. We are also required to reimburse NCI for its past patent expenses for the licensed patent rights, with such amounts being payable in three installments during the term of the Patent License, as well as our pro rata share of future patent expenses, in each case, in connection with NCI's prosecution or maintenance of the licensed patent rights. We have the right to surrender our license rights in any country and will not be required to pay NCI for patent prosecution or maintenance expenses for any licensed patents for which we exercise such right.

We are required under the Patent License to use reasonable commercial efforts to bring the licensed products and licensed processes to practical application, which includes adhering to an agreed upon commercial development plan and meeting certain performance benchmarks. We are also required, commencing upon first commercial sale of a licensed product and for the remainder of the term of the Patent License, to use reasonable commercial efforts to make licensed products and licensed processes reasonably accessible to the U.S. public.

The Patent License will expire upon expiration of the last valid claim of a licensed patent, unless terminated earlier as described below. NCI may terminate the Patent License in the event of a material breach, including if we do not use reasonable commercial efforts to execute the commercial development plan, or if we do not achieve the performance milestones by certain dates, following the expiration of a 90-day notice period during which we must either cure the relevant breach or initiate corrective action to NCI's reasonable satisfaction. We may terminate the Patent License, in its entirety or with respect to any license in any country, in our sole discretion at any time upon 60 days' written notice to NCI. In addition, NCI has the right to require us to grant sublicenses under the licensed patent rights in any of the fields of use under specified conditions, if required by public health or safety concerns, or to terminate or modify the Patent License if deemed necessary to meet requirements for public use as specified by federal regulations, if NCI determines that we are not reasonably satisfying such requirements.

We cannot assign the Patent License without NCI's prior written consent, other than to our affiliates. Upon NCI's approval of a proposed assignment, we must pay NCI a low-single digit percentage of the fair market value of any consideration we receive for such assignment.

### **Sales and Marketing**

Given our stage of development, we have not yet established a commercial organization or distribution capabilities. We plan to build focused capabilities in the United States to commercialize our development programs focused on eHSCs, where we believe the patient populations and medical specialists for the indications we are targeting are sufficiently concentrated to allow us to effectively promote our products, if approved for commercial sale, with a targeted sales team. In other markets for which commercialization may be less capital efficient for us or for other development programs, such as our VCAR33 program, where the patient populations and medical specialists are less concentrated we may selectively pursue strategic collaborations with third parties in order to maximize the commercial potential of our product candidates.

## **Manufacturing**

We do not own or operate manufacturing facilities for the production of our product candidates and the other needs of our development programs. We currently rely on third-party contract manufacturers for all of our required raw materials, manufacturing devices, active pharmaceutical ingredients and finished product for our preclinical research and expect to rely on third-party contract manufacturers for our clinical trials. We do not have long-term agreements with any of these third parties. We also do not have any current contractual relationship for the manufacture of Phase 2/3 clinical trials or commercial supplies. We intend to enter into agreements with third-party contract manufacturers and one or more backup manufacturers for future production. We are analyzing the feasibility of building manufacturing capabilities for future development and commercial quantities of any products that we develop. Such products will need to be manufactured in facilities, and by processes, that comply with the requirements of the FDA and the regulatory agencies of other jurisdictions in which we are seeking approval.

## **Competition**

The biotechnology industry is characterized by intense and dynamic competition to develop new technologies and proprietary therapies. Any product candidates that we successfully develop and commercialize will have to compete with existing therapies and new therapies that may become available in the future. We believe that our technology platform and our scientific and clinical expertise may provide us with competitive advantages. However, we face potential competition from various sources, including larger and better-funded pharmaceutical, specialty pharmaceutical and biotechnology companies, as well as from academic institutions, governmental agencies and public and private research institutions. Prior to approval, these entities may compete with us in hiring scientific and management personnel, establishing clinical study sites, recruiting patients to participate in clinical trials and acquiring technologies complementary to, or necessary for, our programs. Furthermore, key competitive factors will affect the success of any product that may be approved by regulators, including the efficacy, safety profile, pricing, method of administration and level of promotional activity of such product.

In the case of our lead eHSC product candidate, VOR33, we are not aware of any approved products or product candidates in development that apply gene engineering technology to donor HSCs in order to reduce the on-target toxicity of targeted cancer therapies. However, researchers at the University of Pennsylvania (UPenn) have published the results of academic studies on gene engineering HSCs for this purpose, and UPenn has licensed intellectual property related to this approach to Tmunity Therapeutics Incorporated. We are also aware of a large number of companies that are attempting to address the problem of on-target toxicity through other treatment modalities, including many companies attempting to improve the specificity of targeted therapies, including CD33-directed targeted therapies, for AML and other hematological cancer cells. For example, Johnson & Johnson and Amgen Inc. have CD33-directed bispecific antibodies in Phase 1 clinical development, and CRISPR Therapeutics AG has released data from preclinical studies for an allogeneic CAR-T program targeting CD33. If any of these companies successfully develop effective targeted therapies for hematological malignancies without significant on-target toxicity, we believe they could compete with our eHSCs, including VOR33.

In the case of VCAR33, there are a number of companies exploring CAR-T therapies in early trials for relapsed/refractory AML. Some of these therapies are directed against targets that have approved monoclonal antibody competitors on the market already, while others have novel targets. For example, Persongen BioTherapeutics Co., Ltd. is studying a CAR-T therapy targeting tumor associated antigens, Precigen, Inc. is studying a CAR-T therapy targeting CD33 and Mustang Bio, Inc. and Cellectis S.A. are separately studying CAR-T therapies targeting CD123. Dual targeting CAR-T cell-

## [Table of Contents](#)

based approaches have also recently begun clinical trials, including the ICG-144 program by iCell Gene Therapeutics, LLC and the LB1910 program from Legend Biotech Corporation, each of which target both CD33 and CLL-1.

Beyond CAR-T therapies, a number of small molecule and monoclonal antibody products have been approved in recent years for the treatment of AML, including Novartis International AG's Rydapt (midostaurin), Jazz Pharmaceuticals plc's Vyxeos (daunorubicin and cytarabine), Bristol-Myers Squibb Company's Idhifa (enasidenib), Pfizer Inc.'s Mylotarg (gemtuzumab ozogamicin) and Daurismo (glasdegib), Agios Pharmaceuticals Inc.'s Tibsovo (ivosidenib) and Astella Pharma Inc.'s Xospata (gilteritinib), AbbVie Inc.'s Venclexta (venetoclax). Other treatment modalities, such as bispecific antibodies and antibody-drug conjugates are also in development across a wide range of targets. In addition, marketed therapies are being studied in the relapsed/refractory setting, including Bristol-Myers Squibb Company's CC-486 oral formulation of azacitidine and AbbVie Inc.'s venetoclax.

Many of our current or potential competitors have substantially greater financial, technical and human resources. Accordingly, our competitors may be more successful in developing or marketing products and technologies that are more effective, safer or less costly. Additionally, our competitors may obtain regulatory approval for their products more rapidly and may achieve more widespread market acceptance. Future collaborations and mergers and acquisitions may result in further resource concentration among a smaller number of competitors. Smaller or early-stage companies may also prove to be significant competitors, either alone or through collaborative arrangements with large and established companies.

## **Intellectual Property**

### **Overview**

We strive to protect the proprietary product candidates and technologies that we believe are important to our business, including seeking and maintaining patent protection intended to cover the composition of matter of our product candidates, their methods of use, their methods of production, related technologies and other inventions. In addition to patent protection, we also rely on trade secrets to protect aspects of our business that are not amenable to, or that we do not consider appropriate for, patent protection, including certain aspects of technical know-how.

Our commercial success depends in part upon our ability to obtain and maintain patent and other proprietary protection for commercially important technologies, inventions and know-how related to our business, defend and enforce our intellectual property rights, particularly our patent rights, preserve the confidentiality of our trade secrets and operate without infringing valid and enforceable intellectual property rights of others.

The patent positions for biopharmaceutical companies like us are generally uncertain and can involve complex legal, scientific and factual issues. In addition, the coverage claimed in a patent application can be significantly reduced before a patent is issued, and its scope can be reinterpreted and even challenged after issuance. As a result, we cannot guarantee that any of our product candidates will be protectable or remain protected by enforceable patents. We cannot predict whether the patent applications we are currently pursuing will issue as patents in any particular jurisdiction or whether the claims of any issued patents will provide sufficient proprietary protection from competitors. Any patents that we hold may be challenged, circumvented or invalidated by third parties.

As of December 31, 2020, our owned patent portfolio is composed of approximately 23 pending U.S. and foreign patent applications and approximately 18 pending U.S. provisional patent applications. In addition, we have licensed 4 granted U.S. patents and 31 pending patent applications in the United States and foreign jurisdictions.

### **Patent Rights Relating to Our eHSC Programs**

The patent portfolio related to our lead eHSC product candidate, VOR33, includes three patent families that are exclusively licensed from Columbia. The first patent family licensed from Columbia is directed to compositions and methods for gene engineering lineage-specific cell surface antigens, such as CD33, in HSCs and use thereof, and includes four granted U.S. patents, two pending U.S. applications and at least ten pending foreign applications in Europe, Japan, Canada, China, Australia and other countries. Any patents that grant from applications claiming priority to this patent family would be expected to expire in 2036, absent any applicable patent term extensions.

As of December 31, 2020, the second patent family licensed from Columbia, directed to compositions and methods of use of HSCs containing a single nucleotide polymorphism in CD33, includes a pending U.S. application and two pending foreign applications in Europe and Japan. Any patents that grant from applications claiming priority to this patent family would be expected to expire in 2038, absent any applicable patent term extensions.

As of December 31, 2020, the third patent family licensed from Columbia, directed to compositions and methods for gene engineering CD33 in HSCs and use thereof, includes a pending Patent Cooperation Treaty (PCT) patent application. Any patents that grant from applications claiming priority to this patent family would be expected to expire in 2040, absent any applicable patent term extensions.

The patent portfolio related to VOR33 also includes three patent families that we own. As of December 31, 2020, the first family, directed to compositions and methods of engineering lineage-specific antigens in HSCs includes one pending patent application in the United States and 15 pending foreign applications in Europe, Japan, Canada, China, Australia and other countries. Any patents that grant from applications claiming priority to this patent family would be expected to expire in 2038, absent any applicable patent term extensions. As of December 31, 2020, the second family, directed to compositions and methods of engineering multiple lineage-specific antigens in HSCs, includes three pending U.S. patent applications and a pending PCT patent application. Any patents that grant from applications claiming priority to these provisional applications would be expected to expire in 2039, absent any applicable patent term extensions. As of December 31, 2020, the third family, directed to compositions and methods of treating a hematopoietic malignancy, includes one provisional patent application in the United States. Any patents that grant from applications claiming priority to this patent would be expected to expire in 2041, absent any applicable patent term extensions.

We also own three patent families directed to compositions and methods of engineering specific antigens in HSCs, including CD33, CLL-1 and CD123. As of December 31, 2020, the first family, directed to compositions and methods for engineering CD33 in HSCs includes a pending PCT patent application and one pending provisional application. As of December 31, 2020, the second family, directed to compositions and methods for engineering CLL-1 in HSCs includes a pending PCT patent application and two pending provisional applications. As of December 31, 2020, the third family, directed to compositions and methods for engineering CD123 in HSCs includes a pending PCT patent application and two pending provisional applications.

We also own seven patent families directed to compositions and methods of engineering additional target antigens in HSCs. Each of these families include at least one pending U.S. provisional patent application, and any patents that grant from applications claiming priority to the provisional applications in these families would be expected to expire in 2041, absent any applicable patent term extensions.

### ***Patent Rights Relating to Our Targeted Therapy Programs***

We own three patent families directed to compositions and methods of making and using CARs. As of December 31, 2020, each of these families includes at least one pending U.S. provisional patent application, and any patents that grant from applications claiming priority to the provisional applications in these families would be expected to expire in 2041, absent any applicable patent term extensions.

We have one patent family that is exclusively licensed from the NIH related to our VCAR33 program. As of December 31, 2020, the patent family licensed from NCI is directed to CARs targeting CD33, compositions containing cells expressing CARs, and methods of use thereof, and includes one pending U.S. application and at least 14 pending foreign applications in Europe, Japan, Canada, China, Australia and other countries. Any patents that grant from applications claiming priority to this patent family would be expected to expire in 2039, absent any applicable patent term extensions.

We own one patent family directed to compositions and methods of using single domain antibodies targeting CD33. As of December 31, 2020, this family includes at least one pending U.S. provisional patent application, and any patents that grant from applications claiming priority to the provisional applications in these families would be expected to expire in 2041, absent any applicable patent term extensions.

### ***Provisional Patent Applications***

As indicated above, many of our owned patent applications are provisional patent applications. Provisional patent applications are not eligible to become issued patents until, among other things, we file a non-provisional patent application within 12 months of filing of one or more of our related provisional patent applications. If we do not timely file any 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 patent applications relating to our provisional patent applications, we cannot predict whether any such patent applications will result in the issuance of patents that provide us with any competitive advantage. Moreover, the patent application and approval process is expensive and time-consuming. We may not be able to file and prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner.

### ***Patent Term and Term Extensions***

The term of individual patents depends upon the legal term for patents in the countries in which they are obtained. In most countries in which we have filed, 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 U.S. Patent and Trademark Office 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 that covers a drug or biological product may also be eligible for patent term extension when FDA approval is granted for a portion of the term effectively lost as a result of the FDA regulatory review period, subject to certain limitations and provided statutory and regulatory requirements are met. Any such patent term extension can be for no more than five years, only one patent per approved product can be extended, the extension cannot extend the total patent term beyond 14 years from FDA approval, and only those claims covering the approved drug, a method for using it, or a method for manufacturing it may be extended. We may not receive an extension if we fail to exercise due diligence during the testing phase or regulatory review process, fail to apply within applicable deadlines, fail to apply prior to expiration of relevant patents or otherwise fail to satisfy applicable requirements. Moreover, the length of the extension could be less than we request. In the future, if and when our

product candidates receive approval from the FDA or foreign regulatory authorities, we expect to apply for patent term extensions on issued patents we may obtain in the future covering those products, depending upon the length of the clinical trials for each product and other factors. There can be no assurance that any of our pending patent applications will issue or that we will benefit from any patent term extension or favorable adjustment to the term of any of our patents.

As with other biotechnology and pharmaceutical companies, our ability to maintain and solidify our proprietary and intellectual property position for our product candidates will depend on our success in obtaining effective patent claims and enforcing those claims if granted. However, our owned and licensed pending 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. We also cannot predict the breadth of claims that may be allowed or enforced in our patents. Any issued patents that we may receive in the future may be challenged, invalidated, infringed or circumvented. 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. For more information, see the section entitled “Risk Factors—Risks Related to Intellectual Property.”

### ***Other IP Rights***

In addition to patents, we rely upon unpatented trade secrets and know-how, continuing technological innovation and confidential information to develop and maintain our proprietary position and protect aspects of our business that are not amenable to, or that we do not consider appropriate for, patent protection, including our proprietary processes for generating and propagating eHSCs. However, trade secrets and know-how can be difficult to protect. 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 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, however, that we have executed such agreements with all applicable counterparties, such agreements will not be breached, or that these agreements will afford us adequate protection of our intellectual property and proprietary rights. In addition, our trade secrets may otherwise become known or be independently discovered by competitors. To the extent that our commercial partners, collaborators, employees and consultants use intellectual property owned by others in their work for us, disputes may arise as to the rights in related or resulting know-how and inventions. For more information, see the section entitled “Risk Factors—Risks Related to Our Intellectual Property”.

Our commercial success will also depend in part on not infringing upon the proprietary rights of third parties. It is uncertain whether the issuance of any third-party patent would require us to alter our development or commercial strategies, or our drugs or processes, obtain licenses or cease certain activities. Our breach of any license agreements or failure to obtain a license to proprietary rights that we may require to develop or commercialize our future drugs may have an adverse impact on us. Since patent applications in the United States and certain other jurisdictions are maintained in secrecy for 18 months or potentially longer, and since publication of discoveries in the scientific or patent literature often lags behind actual discoveries, we cannot be certain of the priority of inventions covered by pending patent applications.

### **Trademarks**

We also aim to obtain and maintain registration for trademarks that we consider are relevant to our business. We own the registered trademark for VOR BIOPHARMA for international class 5 (pharmaceuticals) under the Madrid Protocol with 17 pending applications in the United States and foreign jurisdictions. We own the registered trademark for VOR33 for international class 5 (pharmaceuticals) under the Madrid Protocol with three pending applications in the United States and foreign jurisdictions. Finally, we have filed for registration of the mark VOR for international class 5 (pharmaceuticals), including a pending application under the Madrid Protocol and 17 pending applications in the United States and foreign jurisdictions. We plan to register additional trademarks in connection with any future pharmaceutical products we may commercialize, if approved.

### **Government Regulation and Product Approval**

As a biopharmaceutical company that operates in the United States, we are subject to extensive regulation. Our cell product candidates will be regulated as biologics. With this classification, commercial production of our product candidates will need to occur in registered facilities in compliance with current good manufacturing practices (cGMP) for biologics. The FDA categorizes human cell- or tissue-based products as either minimally manipulated or more than minimally manipulated and has determined that more than minimally manipulated products require clinical trials to demonstrate product safety and efficacy and the submission of a Biologics License Application (BLA) for marketing authorization. Our product candidates are considered more than minimally manipulated and will require evaluation in clinical trials and the submission and approval of a BLA before we can market them.

The FDA and other government authorities in the United States (at the federal, state and local levels) and in other countries extensively regulate, among other things, the research, development, testing, manufacturing, quality control, approval, labeling, packaging, storage, record-keeping, promotion, advertising, distribution, post-approval monitoring and reporting, marketing and export and import of biopharmaceutical products such as those we are developing. Our product candidates must be approved by the FDA before they may be legally marketed in the United States and by the appropriate foreign regulatory agency before they may be legally marketed in foreign countries. Generally, our activities in other countries will be subject to regulation that is similar in nature and scope as that imposed in the United States, although there can be important differences. Additionally, some significant aspects of regulation in Europe are addressed in a centralized way, but country-specific regulation remains essential in many respects. The process for obtaining regulatory marketing approvals and the subsequent compliance with appropriate federal, state, local and foreign statutes and regulations require the expenditure of substantial time and financial resources.

### **U.S. Product Development Process**

In the United States, the FDA regulates pharmaceutical and biological products under the Federal Food, Drug and Cosmetic Act, the Public Health Service Act (PHSA) and their implementing regulations. The process of obtaining regulatory approvals and the subsequent compliance with appropriate federal, state, local and foreign statutes and regulations require the expenditure of substantial time and financial resources. Failure to comply with the applicable U.S. requirements at any time during the product development process, approval process or after approval, may subject an applicant to administrative or judicial sanctions. FDA sanctions could include, among other actions, refusal to approve pending applications, withdrawal of an approval, a clinical hold, warning letters, product recalls or withdrawals from the market, product seizures, total or partial suspension of production or distribution injunctions, fines, refusals of government contracts, restitution, disgorgement or civil or criminal penalties. Any agency or judicial enforcement action could have a material adverse



## [Table of Contents](#)

effect on us. The process required by the FDA before a biological product may be marketed in the United States generally involves the following:

- completion of nonclinical laboratory tests and animal studies according to FDA's good laboratory practices (GLPs) and applicable requirements for the humane use of laboratory animals or other applicable regulations;
- submission to the FDA of an IND application, which must become effective before human clinical trials may begin;
- approval by an independent Institutional Review Board (IRB) or ethics committee at each clinical site before the trial is commenced;
- performance of adequate and well-controlled human clinical trials according to the FDA's regulations commonly referred to as good clinical practices (GCPs) and any additional requirements for the protection of human research patients and their health information, to establish the safety and efficacy of the proposed biological product for its intended use;
- submission to the FDA of a Biologics License Application (BLA) for marketing approval that includes substantial evidence of safety, purity and potency from results of nonclinical testing and clinical trials;
- satisfactory completion of an FDA Advisory Committee review, if applicable;
- satisfactory completion of an FDA inspection of the manufacturing facility or facilities where the biological product is produced to assess compliance with cGMP, to assure that the facilities, methods and controls are adequate to preserve the biological product's identity, strength, quality and purity and, if applicable, the FDA's current good tissue practices (GTPs) for the use of human cellular and tissue products;
- potential FDA audit of the nonclinical study and clinical trial sites that generated the data in support of the BLA; and
- FDA review and approval, or licensure, of the BLA to permit commercial marketing of the product for particular indications for use in the United States.

Before testing any biological product candidate, including our product candidates, in humans, the product candidate enters the preclinical testing stage. Preclinical tests, also referred to as nonclinical studies, include laboratory evaluations of product chemistry, toxicity and formulation, as well as animal studies to assess the potential safety and activity of the product candidate. The conduct of the preclinical tests must comply with federal regulations and requirements including GLPs. The clinical trial sponsor must submit the results of the preclinical tests, together with manufacturing information, analytical data, any available clinical data or literature and a proposed clinical protocol, to the FDA as part of the IND. Some preclinical testing may continue even after the IND is submitted. The IND automatically becomes effective 30 days after receipt by the FDA, unless the FDA raises concerns or questions regarding the proposed clinical trials and places the trial on a clinical hold within that 30-day time period. In such a case, the IND sponsor and the FDA must resolve any outstanding concerns before the clinical trial can begin. The FDA may also impose clinical holds on a biological product candidate at any time before or during clinical trials due to safety concerns or non-compliance. If the FDA imposes a clinical hold, trials may not recommence without FDA authorization and then only under terms authorized by the FDA. Accordingly, we cannot be sure that submission of an IND will result in the FDA allowing clinical trials to begin, or that, once begun, issues will not arise that suspend or terminate such trials.

Supervision of human gene transfer trials includes evaluation and assessment by an Institutional Biosafety Committee, or IBC, a local institutional committee that reviews and oversees research



utilizing recombinant or synthetic nucleic acid molecules at that institution, as set forth in the NIH Guidelines for Research Involving Recombinant or Synthetic Nucleic Acid Molecules, or NIH Guidelines. The IBC assesses the safety of the research and identifies any potential risk to public health or the environment, and such review may result in some delay before initiation of a clinical trial. While the NIH Guidelines are not mandatory unless the research in question is being conducted at or sponsored by institutions receiving NIH funding of recombinant or synthetic nucleic acid molecule research, many companies and other institutions not otherwise subject to the NIH Guidelines voluntarily follow them.

Clinical trials involve the administration of the biological product candidate to human subjects under the supervision of qualified investigators, generally physicians not employed by or under the trial sponsor's control. 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 to be used to monitor subject safety, including stopping rules that assure a clinical trial will be stopped if certain adverse events should occur. Each protocol and any amendments to the protocol must be submitted to the FDA as part of the IND. Clinical trials must be conducted and monitored in accordance with the FDA's regulations comprising the GCP requirements, including the requirement that all research patients provide informed consent. Further, each clinical trial must be reviewed and approved by an independent IRB at or servicing each institution at which the clinical trial will be conducted. An IRB is charged with protecting the welfare and rights of trial participants and considers such items as whether the risks to individuals participating in the clinical trials are minimized and are reasonable in relation to anticipated benefits. The IRB also approves the form and content of the informed consent that must be signed by each clinical trial subject or his or her legal representative and must monitor the clinical trial until completed. Certain clinical trials involving human gene transfer research also must be overseen by an Institutional Biosafety Committee (IBC), a standing committee established specifically to provide peer review of the safety of research plans, procedures, personnel training and environmental risks of work involving recombinant DNA molecules. IBCs are typically assigned certain review responsibilities relating to the use of recombinant DNA molecules, including reviewing potential environmental risks, assessing containment levels, and evaluating the adequacy of facilities, personnel training and compliance with the NIH Guidelines. Some studies also include oversight by an independent group of qualified experts organized by the clinical study sponsor, known as a data safety monitoring board, which provides authorization for whether or not a study may move forward at designated check points based on access to certain data from the study and may halt the clinical trial if it determines that there is an unacceptable safety risk for subjects or other grounds, such as no demonstration of efficacy. There are also requirements governing the reporting of ongoing clinical studies and clinical study results to public registries.

For purposes of BLA approval, human clinical trials are typically conducted in three sequential phases that may overlap or be combined:

- *Phase 1.* The biological product candidate is initially introduced into healthy human subjects and tested for safety. In the case of some products for severe or life-threatening diseases, especially when the product may be too inherently toxic to ethically administer to healthy volunteers, the initial human testing is often conducted in patients.
- *Phase 2.* The biological product candidate is evaluated in a limited patient population to identify possible adverse effects and safety risks, to preliminarily evaluate the efficacy of the product candidate for specific targeted diseases and to determine dosage tolerance, optimal dosage and dosing schedule.
- *Phase 3.* Clinical trials are undertaken to further evaluate dosage, clinical efficacy, potency and safety in an expanded patient population at geographically dispersed clinical trial sites. These clinical trials are intended to establish the overall risk to benefit ratio of the product candidate and provide an adequate basis for product labeling.

Post-approval clinical trials, sometimes referred to as Phase 4 clinical trials, may be conducted after initial marketing approval. These clinical trials are used to gain additional experience from the treatment of patients in the intended therapeutic indication, particularly for long-term safety follow-up. These Phase 4 studies may be made a condition to approval of the BLA. During all phases of clinical development, regulatory agencies require extensive monitoring and auditing of all clinical activities, clinical data and clinical trial investigators. Annual progress reports detailing the results of the clinical trials must be submitted to the FDA. Written IND safety reports must be promptly submitted to the FDA, and the investigators for serious and unexpected adverse events, any findings from other studies, tests in laboratory animals or *in vitro* testing that suggest a significant risk for human patients, or 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 submit an IND safety report within 15 calendar days after the sponsor determines that the information qualifies for reporting. The sponsor also must notify the FDA of any unexpected fatal or life-threatening suspected adverse reaction within seven calendar days after the sponsor's initial receipt of the information. Phase 1, Phase 2 and Phase 3 clinical trials may not be completed successfully within any specified period, if at all. The FDA or the sponsor or its data safety monitoring board may suspend or terminate a clinical trial at any time on various grounds, including a finding that the research patients are being exposed to an unacceptable health risk, including risks inferred from other unrelated immunotherapy trials. Similarly, an IRB can suspend or terminate approval of a clinical trial at its institution if the clinical trial is not being conducted in accordance with the IRB's requirements or if the biological product has been associated with unexpected serious harm to patients. In addition, some clinical trials are overseen by an independent group of qualified experts organized by the sponsor, known as a data safety monitoring board or committee. Depending on its charter, this group may determine whether a trial may move forward at designated check points based on access to certain data from the trial.

Gene therapy products are a new category of therapeutics. Because this is a relatively new and expanding area of novel therapeutic interventions, there can be no assurance as to the length of the trial period, the number of patients the FDA will require to be enrolled in the trials in order to establish the safety, efficacy, purity and potency of gene therapy products, or that the data generated in these trials will be acceptable to the FDA to support marketing approval.

Concurrently with clinical trials, companies usually complete additional studies and must also develop additional information about the physical characteristics of the biological product candidate as well as finalize a process for manufacturing the product candidate in commercial quantities in accordance with cGMP requirements. To help reduce the risk of the introduction of adventitious agents with use of biological products, the PHSA emphasizes the importance of manufacturing control for products whose attributes cannot be precisely defined. The manufacturing process must be capable of consistently producing quality batches of the product candidate and, among other things, the sponsor must develop methods for testing the identity, strength, quality, potency and purity of the final biological product candidate. Additionally, appropriate packaging must be selected and tested and stability studies must be conducted to demonstrate that the biological product candidate does not undergo unacceptable deterioration over its shelf life.

### **U.S. Review and Approval Processes**

After the completion of clinical trials of a biological product candidate, FDA approval of a BLA must be obtained before commercial marketing of the biological product. The BLA submission must include all relevant data of product development, laboratory and animal studies, human trials, information on the manufacture and composition of the product, proposed labeling and other relevant information. The testing and approval processes require substantial time and effort and there can be no assurance that the FDA will accept the BLA for filing and, even if filed, that any approval will be granted on a timely basis, if at all.

## [Table of Contents](#)

Under the Prescription Drug User Fee Act (PDUFA), as amended, each BLA must be accompanied by a significant user fee. The FDA adjusts the PDUFA user fees on an annual basis. PDUFA also imposes an annual program fee for biological products. 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 BLAs for products designated as orphan drugs, unless the product also includes a non-orphan indication.

Within 60 days following submission of the application, the FDA reviews a BLA submitted to determine if it is substantially complete before the agency accepts it for filing. The FDA may refuse to file any BLA that it deems incomplete or not properly reviewable at the time of submission and may request additional information. In this event, the BLA must be resubmitted with the additional information. The resubmitted application also is subject to review before the FDA accepts it for filing. Once the submission is accepted for filing, the FDA begins an in-depth substantive review of the BLA. The FDA reviews the BLA to determine, among other things, whether the proposed product is safe, potent and/or effective for its intended use and has an acceptable purity profile, and whether the product candidate is being manufactured in accordance with cGMP to assure and preserve the product candidate's identity, safety, strength, quality, potency and purity. The FDA may refer applications for novel biological product candidates or biological product candidates that present difficult questions of safety or efficacy to an advisory committee, typically a panel that includes clinicians and other experts, for review, evaluation and 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. During the biological product candidate approval process, the FDA also will determine whether a Risk Evaluation and Mitigation Strategy (REMS) is necessary to assure the safe use of the biological product candidate. A REMS is a safety strategy to manage a known or potential serious risk associated with a medicine and to enable patients to have continued access to such medicines by managing their safe use, and could include medication guides, physician communication plans or elements to assure safe use, such as restricted distribution methods, patient registries and other risk minimization tools. If the FDA concludes a REMS is needed, the sponsor of the BLA must submit a proposed REMS. The FDA will not approve a BLA without a REMS, if required.

Before approving a BLA, the FDA will inspect the facilities at which the product candidate is manufactured. The FDA will not approve the product candidate unless it determines that the manufacturing processes and facilities are in compliance with cGMP requirements and adequate to assure consistent production of the product candidate within required specifications. For immunotherapy product candidates, the FDA also will not approve the product candidate if the manufacturer is not in compliance with the Good Tissue Practices (GTPs), to the extent applicable. These are FDA regulations and guidance documents that govern the methods used in, and the facilities and controls used for, the manufacture of human cells, tissue and cellular and tissue based products (HCT/Ps), which are human cells or tissue intended for implantation, transplant, infusion or transfer into a human recipient. The primary intent of the GTP requirements is to ensure that cell and tissue based products are manufactured in a manner designed to prevent the introduction, transmission and spread of communicable disease. FDA regulations also require tissue establishments to register and list their HCT/Ps with the FDA and, when applicable, to evaluate donors through screening and testing. Additionally, before approving a BLA, the FDA will typically inspect one or more clinical sites to assure that the clinical trials were conducted in compliance with IND trial requirements and GCP requirements. To assure cGMP, GTP and GCP compliance, an applicant must incur significant expenditure of time, money and effort in the areas of training, record keeping, production and quality control.

Notwithstanding the submission of relevant data and information, the FDA may ultimately decide that the BLA does not satisfy its regulatory criteria for approval and deny approval. Data obtained from

clinical trials are not always conclusive and the FDA may interpret data differently than we interpret the same data. If the agency decides not to approve the BLA in its present form, the FDA will issue a complete response letter that describes all of the specific deficiencies in the BLA identified by the FDA. The deficiencies identified may be minor, for example, requiring labeling changes, or major, for example, requiring additional clinical trials. Additionally, the complete response letter may include recommended actions that the applicant might take to place the application in a condition for approval. If a complete response letter is issued, the applicant may either resubmit the BLA, addressing all of the deficiencies identified in the letter, or withdraw the application.

If a product receives regulatory approval, the approval may be limited to specific diseases and dosages or the indications for use may otherwise be limited, which could restrict the commercial value of the product. Further, the FDA may require that certain contraindications, warnings or precautions be included in the product labeling. The FDA may impose restrictions and conditions on product distribution, prescribing or dispensing in the form of a risk management plan, or otherwise limit the scope of any approval. In addition, the FDA may require post marketing clinical trials, sometimes referred to as Phase 4 clinical trials, designed to further assess a biological product's safety and effectiveness, and testing and surveillance programs to monitor the safety of approved products that have been commercialized.

In addition, under the Pediatric Research Equity Act (PREA), a BLA or supplement to a BLA must contain data to assess the safety and effectiveness of the product 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 data or full or partial waivers. Unless otherwise required by regulation, PREA does not apply to any product for an indication for which orphan designation has been granted. However, if only one indication for a product has orphan designation, a pediatric assessment may still be required for any applications to market that same product for the non-orphan indication(s).

### ***Orphan Drug Designation***

Under the Orphan Drug Act, the FDA may grant orphan designation to a drug or biologic intended to treat a rare disease or condition, which is generally a disease or condition that affects fewer than 200,000 individuals in the United States, or more than 200,000 individuals in the United States and for which there is no reasonable expectation that the cost of developing and making available in the United States a drug or biologic for this type of disease or condition will be recovered from sales in the United States for that drug or biologic. Orphan drug designation must be requested before submitting a BLA. After the FDA grants orphan drug designation, the generic identity of the therapeutic agent and its potential orphan use are disclosed publicly by the FDA. The orphan drug designation does not convey any advantage in, or shorten the duration of, the regulatory review or approval process.

If a product candidate that has orphan drug designation subsequently receives the first FDA approval for the disease for which it has such designation, the product is entitled to orphan product exclusivity, which means that the FDA may not approve any other applications, including a full BLA, to market the same biologic for the same indication for seven years, except in limited circumstances, such as a showing of clinical superiority to the product with orphan drug exclusivity. Orphan drug exclusivity does not prevent FDA from approving a different drug or biologic for the same disease or condition, or the same drug or biologic for a different disease or condition. Among the other benefits of orphan drug designation are tax credits for certain research and a waiver of the BLA application user fee.

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. In addition, exclusive marketing

rights in the United States may be lost if the FDA later determines that the request for designation was materially defective, if the second applicant demonstrates that its product is clinically superior to the approved product with orphan exclusivity, or if the manufacturer is unable to assure sufficient quantities of the product to meet the needs of patients with the rare disease or condition. Orphan drug designation may also entitle a party to financial incentives such as opportunities for grant funding towards clinical trial costs, tax advantages and user-fee waivers.

### ***Expedited Development and Review Programs***

The FDA has established certain programs intended to expedite or facilitate the process for developing, reviewing or approving new products that meet certain criteria, including fast track designation, breakthrough therapy designation, accelerated approval and priority review. Specifically, new product candidates are eligible for fast track designation if they are intended to treat a serious or life-threatening disease or condition and demonstrate the potential to address unmet medical needs for the disease or condition. Fast track designation applies to the combination of the product candidate and the specific indication for which it is being studied. Unique to a fast track product, the FDA may consider for review sections of the BLA on a rolling basis before the complete application is submitted, if the sponsor provides a schedule for the submission of the sections of the BLA and the payment of applicable user fees, the FDA agrees to accept sections of the BLA and determines that the schedule is acceptable, and the sponsor pays any required user fees upon submission of the first section of the BLA.

Any product candidate submitted to the FDA for approval, including a product candidate with a fast track designation, may also be eligible for other types of FDA programs intended to expedite development and review, such as priority review and accelerated approval. A product candidate is eligible for priority review if it has the potential to provide safe and effective therapy where no satisfactory alternative therapy exists or a significant improvement in the treatment, diagnosis or prevention of a disease compared to marketed products. The FDA will attempt to direct additional resources to the evaluation of an application for a new product candidate designated for priority review in an effort to facilitate the review.

Additionally, a product candidate may be eligible for accelerated approval. Product candidates studied for their safety and effectiveness in treating serious or life-threatening diseases or conditions may receive accelerated approval upon a determination that the product candidate has 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, that 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. As a condition of approval, the FDA may require that a sponsor of a drug or biological product candidate receiving accelerated approval perform adequate and well-controlled post-marketing clinical studies. The FDA may withdraw approval of a drug or 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 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 candidate.

In addition, breakthrough therapy designation is intended to expedite the development and review of product candidates that treat serious or life-threatening conditions. The designation by FDA requires preliminary clinical evidence that a product candidate, alone or in combination with other drugs and biologics, demonstrates substantial improvement over currently available therapy on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. If the FDA designates a breakthrough therapy, it may take actions appropriate to expedite the development and review of the application, which may include holding meetings with the

sponsor and the review team throughout the development of the therapy; providing timely advice to, and interactive communication with, the sponsor regarding the development of the drug to ensure that the development program to gather the nonclinical and clinical data necessary for approval is as efficient as practicable; involving senior managers and experienced review staff, as appropriate, in a collaborative, cross-disciplinary review; assigning a cross-disciplinary project lead for the FDA review team to facilitate an efficient review of the development program and to serve as a scientific liaison between the review team and the sponsor; and considering alternative clinical trial designs when scientifically appropriate, which may result in smaller trials or more efficient trials that require less time to complete and may minimize the number of patients exposed to a potentially less efficacious treatment. Breakthrough therapy designation comes with all of the benefits of fast track designation, which means that the sponsor may file sections of the BLA for review on a rolling basis if certain conditions are satisfied, including an agreement with FDA on the proposed schedule for submission of portions of the application and the payment of applicable user fees before the FDA may initiate a review. The breakthrough therapy designation is a distinct status from both accelerated approval and priority review, which can also be granted to the same product candidate if relevant criteria are met. If a product candidate is designated as breakthrough therapy, FDA will expedite the development and review of such product candidate.

Fast Track designation, priority review, accelerated approval, and breakthrough therapy designation do not change the standards for approval but may expedite the development or approval process. 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 that the time period for FDA review and approval will not be shortened.

### ***Post-Approval Requirements***

Any products for which we receive FDA approvals are subject to continuing regulation by the FDA, including, among other things, continuing user fee requirements, record-keeping requirements, reporting of adverse experiences with the product, providing the FDA with updated safety and efficacy information, product sampling and distribution requirements, and complying with FDA promotion and advertising requirements, which include, among others, standards for direct-to-consumer advertising, restrictions on promoting products for uses or in patient populations that are not described in the product's approved uses (known as "off-label use"), limitations on industry-sponsored scientific and educational activities, and requirements for promotional activities involving the internet. Although a physician may prescribe a legally available product for an off-label use, if the physician deems such product to be appropriate in his/her professional medical judgment, a manufacturer may not market or promote off-label uses. However, companies may share truthful and not misleading information that is otherwise consistent with a product's FDA-approved labeling. A company that is found to have promoted off-label use of its product may be subject to significant liability, including administrative, civil and criminal sanctions.

In addition, quality control and manufacturing procedures must continue to conform to applicable manufacturing requirements after approval to ensure the long-term stability of the product. cGMP regulations require among other things, quality control and quality assurance as well as the corresponding maintenance of records and documentation and the obligation to investigate and correct any deviations from cGMP. Manufacturers and other entities involved in the manufacture and distribution of approved products 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 cGMP and other laws. Accordingly, manufacturers must continue to expend time, money and effort in the area of production and quality control to maintain cGMP compliance. Discovery of problems with a product after approval may result in restrictions on a product, manufacturer or holder of an approved BLA, including, among other things, recall or withdrawal of the

## [Table of Contents](#)

product from the market. In addition, changes to the manufacturing process are strictly regulated and, depending on the significance of the change, may require prior FDA approval before being implemented. Other types of changes to the approved product, such as adding new indications and claims, are also subject to further FDA review and approval.

The FDA also may require post-marketing testing, known as Phase 4 testing, and surveillance to monitor the effects of an approved product. Discovery of previously unknown problems with a product or the failure to comply with applicable FDA requirements can have negative consequences, including adverse publicity, judicial or administrative enforcement, warning letters from the FDA, mandated corrective advertising or communications with doctors, and civil or criminal penalties, among others. Newly discovered or developed safety or effectiveness data may require changes to a product's approved labeling, including the addition of new warnings and contraindications, and also may require the implementation of other risk management measures. Also, new government requirements, including those resulting from new legislation, may be established, or the FDA's policies may change, which could delay or prevent regulatory approval of our products under development.

The FDA may withdraw approval if compliance with regulatory requirements and standards is not maintained or if problems occur after the product reaches the market. 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; imposition of post-market studies or clinical studies to assess new safety risks; or imposition of distribution restrictions or other restrictions under a REMS program. Other potential consequences include, among other things:

- restrictions on the marketing or manufacturing of a product, complete withdrawal of the product from the market or product recalls;
- fines, warning letters or holds on post-approval clinical studies;
- refusal of the FDA to approve pending applications or supplements to approved applications, or suspension or revocation of existing product approvals;
- product seizure or detention, or refusal of the FDA to permit the import or export of products;
- consent decrees, corporate integrity agreements, debarment or exclusion from federal healthcare programs;
- mandated modification of promotional materials and labeling and the issuance of corrective information;
- the issuance of safety alerts, Dear Healthcare Provider letters, press releases and other communications containing warnings or other safety information about the product; or
- injunctions or the imposition of civil or criminal penalties.

### ***U.S. Marketing Exclusivity***

The Biologics Price Competition and Innovation Act (BPCIA) amended the PHS Act to authorize the FDA to approve similar versions of innovative biologics, commonly known as biosimilars. A competitor seeking approval of a biosimilar must file an application to establish its molecule as highly similar to an approved innovator biologic, among other requirements.

Biosimilarity, which requires that there be no clinically meaningful differences between the biological product and the reference product in terms of safety, purity, and potency, can be shown through analytical studies, animal studies, and a clinical study or studies. Interchangeability requires that a product is biosimilar to the reference product and the product must demonstrate that it can be



expected to produce the same clinical results as the reference product in any given patient and, for products that are administered multiple times to an individual, the biologic and the reference biologic may be alternated or switched after one has been previously administered without increasing safety risks or risks of diminished efficacy relative to exclusive use of the reference biologic. Complexities associated with the larger, and often more complex, structures of biological products, as well as the processes by which such products are manufactured, pose significant hurdles to implementation of the abbreviated approval pathway that are still being worked out by the FDA.

Under the BPCIA, an application for a biosimilar product may not be submitted to the FDA until four years following the date that the reference product was first licensed by the FDA. In addition, the approval of a biosimilar product may not be made effective by the FDA until 12 years from the date on which the reference product was first licensed. During this 12-year period of exclusivity, another company may still market a competing version of the reference product if the FDA approves a full BLA for the competing product containing that applicant's own preclinical data and data from adequate and well controlled clinical trials to demonstrate the safety, purity and potency of its product. The BPCIA also created certain exclusivity periods for biosimilars approved as interchangeable products. At this juncture, it is unclear whether products deemed "interchangeable" by the FDA will, in fact, be readily substituted by pharmacies, which are governed by state pharmacy law.

The BPCIA is complex and continues to be interpreted and implemented by the FDA. In addition, recent government proposals have sought to reduce the 12-year reference product exclusivity period. Other aspects of the BPCIA, some of which may impact the BPCIA exclusivity provisions, have also been the subject of recent litigation. As a result, the ultimate impact, implementation, and impact of the BPCIA is subject to significant uncertainty.

Pediatric exclusivity is another type of regulatory 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 trial in accordance with an FDA-issued "Written Request" for such a trial.

#### ***Other U.S. Healthcare Laws and Compliance Requirements***

In the United States, our activities are potentially subject to regulation by various federal, state and local authorities in addition to the FDA, including but not limited to, the CMS, other divisions of the U.S. Department of Health and Human Services (e.g., the Office of Inspector General), the U.S. Department of Justice (DOJ) and individual U.S. Attorney offices within the DOJ, and state and local governments. For example, our business practices, including our clinical research and any future sales, marketing and scientific/educational grant programs may be required to comply with the fraud and abuse provisions of the Social Security Act, the false claims laws, the data privacy and security provisions of the Health Insurance Portability and Accountability Act (HIPAA), federal transparency requirements and similar state laws, each as amended.

The federal Anti-Kickback Statute prohibits, among other things, any person or entity, from knowingly and willfully offering, paying, soliciting or receiving any remuneration (including any kickback, bribe or rebate), directly or indirectly, overtly or covertly, in cash or in kind, to induce or in return for, either the referral of an individual for, or the purchasing, leasing, ordering or arranging for the purchase, lease or order of any item or service reimbursable under Medicare, Medicaid or other federal healthcare programs. The term remuneration has been interpreted broadly to include anything of value. The federal Anti-Kickback Statute has been interpreted to apply to arrangements between pharmaceutical manufacturers on one hand and prescribers, purchasers and formulary managers on the other. There are a number of statutory exceptions and regulatory safe harbors protecting some



## [Table of Contents](#)

common activities from prosecution. The exceptions and safe harbors are drawn narrowly and require strict compliance in order to offer protection. Practices that involve remuneration that may be alleged to be intended to induce prescribing, purchasing or recommending may be subject to scrutiny if they do not qualify for an exception or safe harbor. Failure to meet all of the requirements of a particular applicable statutory exception or regulatory safe harbor does not make the conduct per se illegal under the Anti-Kickback Statute. Instead, the legality of the arrangement will be evaluated on a case-by-case basis based on a cumulative review of all of its facts and circumstances. In addition, a person or entity does not need to have actual knowledge of the federal Anti-Kickback Statute or specific intent to violate it in order to have committed a violation. Rather, if "one purpose" of the remuneration is to induce referrals, the federal Anti-Kickback Statute is violated.

The federal civil monetary penalties statute imposes penalties against any person or entity who, among other things, is determined to have knowingly presented or caused to be presented a false or fraudulent claim to, among others, a federal healthcare program that the person knows or should know is for an item or service that was not provided as claimed or is false or fraudulent.

The federal civil False Claims Act prohibits, among other things, any person or entity from knowingly presenting, or causing to be presented, a false claim for payment to, or approval by, the federal government or knowingly making, using or causing to be made or used a false record or statement material to a false or fraudulent claim to the federal government in order to avoid, decrease or conceal an obligation to pay money to the federal government. As a result of a modification made by the Fraud Enforcement and Recovery Act of 2009, a claim includes "any request or demand" for money or property presented to the federal government. The federal civil False Claims Act can be enforced through private "qui tam" actions brought by individual whistleblowers in the name of the government. In addition, manufacturers can be held liable under the civil False Claims Act even when they do not submit claims directly to government payors if they are deemed to "cause" the submission of false or fraudulent claims. Pharmaceutical and other healthcare companies are being investigated or, in the past, have been prosecuted under these laws for, among other things, allegedly providing free product to customers with the expectation that the customers would bill federal programs for the product. In addition, pharmaceutical and other healthcare companies also have been prosecuted for causing false claims to be submitted because of the companies' marketing of the product for unapproved, and thus non-reimbursable, uses and purportedly concealing price concessions in the pricing information submitted to the government for government priced reporting purposes. A claim that includes items or services resulting from a violation of the federal Anti-Kickback Statute also constitutes a false or fraudulent claim for purposes of the federal civil False Claims Act.

HIPAA created additional federal criminal statutes that prohibit knowingly and willfully executing, or attempting to execute, a scheme or artifice to defraud or to obtain, by means of false or fraudulent pretenses, representations or promises, any money or property owned by, or under the control or custody of, any healthcare benefit program, including private third-party payors and knowingly and willfully falsifying, concealing or covering up by trick, scheme or device, a material fact or making any materially false, fictitious or fraudulent 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.

We may be subject to data privacy and security regulations by both the federal government and the states in which we conduct our business. HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 and its implementing regulations (which we collectively refer to as HIPAA), imposes requirements on certain types of individuals and entities, including covered entities (i.e., certain healthcare providers, health plans and healthcare clearinghouses), as well as their business associates and their subcontractors that perform certain

## [Table of Contents](#)

services on behalf of the covered entities, relating to the privacy, security and transmission of individually identifiable health information. Entities that are found to be in violation of HIPAA as the result of a breach of unsecured protected health information, a complaint about privacy practices or an audit by HHS, may be subject to significant civil, criminal and administrative fines and penalties and/or additional reporting and oversight obligations if required to enter into a resolution agreement and corrective action plan with HHS to settle allegations of HIPAA non-compliance. Further, entities that knowingly obtain, use, or disclose individually identifiable health information maintained by a HIPAA covered entity in a manner that is not authorized or permitted by HIPAA may be subject to criminal penalties. In addition, state laws govern the privacy and security of health information in specified circumstances, many of which differ from each other in significant ways and may not have the same effect, thus complicating compliance efforts.

Additionally, the federal Physician Payments Sunshine Act created under the Affordable Care Act, and its implementing regulations, require that certain manufacturers of drugs, devices, biological and medical supplies for which payment is available under Medicare, Medicaid or the Children's Health Insurance Program (with certain exceptions) annually report information to CMS related to certain payments or other transfers of value made or distributed to physicians (currently defined to include doctors, dentists, optometrists, podiatrists and chiropractors) and teaching hospitals, or to entities or individuals at the request of, or designated on behalf of, the physicians and teaching hospitals and to report annually certain ownership and investment interests held by physicians and their immediate family members. Effective January 1, 2022, applicable manufacturers will also be required to report information regarding payments and other transfers of value provided during the previous year to physician assistants, nurse practitioners, clinical nurse specialists, anesthesiologist assistants, certified nurse anesthetists and certified nurse-midwives.

Also, many states have similar fraud and abuse statutes or regulations similar to the aforementioned federal laws that apply to items and services reimbursed under Medicaid and other state programs, or, in several states, apply regardless of the payor. In order to distribute products commercially, we must comply with state laws that require the registration of manufacturers and wholesale distributors of drug and biological products in a state, including, in certain states, manufacturers and distributors who ship products into the state even if such manufacturers or distributors have no place of business within the state. Some states also impose requirements on manufacturers and distributors to establish the pedigree of product in the chain of distribution, including some states that require manufacturers and others to adopt new technology capable of tracking and tracing product as it moves through the distribution chain. Several states and local jurisdictions have enacted legislation requiring pharmaceutical and biotechnology companies to establish marketing compliance programs and comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government, file periodic reports with the state, make periodic public disclosures on sales, marketing, pricing, clinical trials and other activities, and/or register their sales representatives, as well as to prohibit pharmacies and other healthcare entities from providing certain physician prescribing data to pharmaceutical and biotechnology companies for use in sales and marketing, and to prohibit certain other sales and marketing practices. All of our activities are also potentially subject to federal and state consumer protection and unfair competition laws.

If our operations are found to be in violation of any of the federal and state healthcare laws described above or any other governmental regulations that apply to us, we may be subject to significant penalties, including without limitation, civil, criminal and/or administrative penalties, damages, fines, disgorgement, imprisonment, exclusion from participation in government programs, such as Medicare and Medicaid, injunctions, contractual damages, reputational harm, administrative burdens, diminished profits and future earnings, additional reporting requirements and/or oversight if we become subject to a corporate integrity agreement or similar agreement to resolve allegations of

non-compliance with these laws, and the curtailment or restructuring of our operations, any of which could adversely affect our ability to operate our business and our results of operations.

### **Coverage, Pricing and Reimbursement**

Significant uncertainty exists as to the coverage and reimbursement status of any product candidates for which we obtain regulatory approval. In the United States and certain markets in other countries, sales of any products for which we receive regulatory approval for commercial sale will depend, in part, on the extent to which third-party payors provide coverage and establish adequate reimbursement levels for such products. No uniform policy for coverage and reimbursement exists in the United States, and coverage and reimbursement can differ significantly from payor to payor. As a result, the coverage determination process is often time-consuming and costly. In the United States, third-party payors include federal and state healthcare programs, private managed care providers, health insurers and other organizations. 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 of a product or from establishing the reimbursement rate that such a payor will pay for the product. 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 FDA-approved products for a particular indication.

Third-party payors are increasingly challenging the price, examining the medical necessity and reviewing the cost-effectiveness of medical products, therapies and services, in addition to questioning their safety and efficacy. New metrics frequently are used as the basis for reimbursement rates, such as average sales price, average manufacturer price and actual acquisition cost. We may need to conduct expensive pharmaco-economic studies in order to demonstrate the medical necessity and cost-effectiveness of our products, in addition to the costs required to obtain the FDA approvals. Our product candidates may not be considered medically necessary or cost-effective. A 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 for the product. Adequate third-party reimbursement may not be available to enable us to maintain price levels sufficient to realize an appropriate return on our investment in product development. We cannot predict at this time what third-party payors will decide with respect to the coverage and reimbursement for our product candidates including, for example, whether we will seek, and whether CMS would approve, an NTAP under the IPPS for our product candidates, once approved. NTAP will only be available for our products if we submit a timely and complete application and CMS determines that our product candidates meet the eligibility requirements of NTAP, including, among other criteria, demonstrating a substantial clinical improvement relative to services or technologies previously available.

Additionally, the containment of healthcare costs has become a priority of federal and state governments, and the prices of drugs have been a focus in this effort. The United States government, state legislatures and foreign 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 our net revenue and results.

Different pricing and reimbursement schemes exist in other countries. In the EU, governments influence the price of pharmaceutical products through their pricing and reimbursement rules and control of national health care systems that fund a large part of the cost of those products to consumers. Some jurisdictions operate positive and negative list systems under which products may only be marketed once a reimbursement price has been agreed. To obtain reimbursement or pricing approval, some of these countries may require the completion of clinical trials that compare the cost-

effectiveness of a particular product candidate to currently available therapies. Other member states allow companies to fix their own prices for medicines, but monitor and control company profits. The downward pressure on health care costs has become very intense. As a result, increasingly high barriers are being erected to the entry of new products. In addition, in some countries, cross-border imports from low-priced markets exert a commercial pressure on pricing within a country. Accordingly, in markets outside the United States, the reimbursement for our products may be reduced compared with the United States and may be insufficient to generate commercially reasonable revenue and profits.

The marketability of any product candidates for which we receive regulatory approval for commercial sale may suffer if the government and third-party payors fail to provide coverage and adequate reimbursement. In addition, emphasis on managed care in the United States has increased and we expect will continue to increase the pressure on healthcare pricing. Coverage policies and third-party reimbursement rates may change at any time. For example, President Trump recently signed executive orders aimed at lowering prescription drug prices. These and other actions by federal and state governments and health plans may put additional downward pressure on pharmaceutical pricing and health care costs, which could negatively impact coverage and reimbursement for our products if approved, our revenue, and our ability to compete with other marketed products and to recoup the costs of our research and development. Even if favorable coverage and reimbursement status is attained for one or more products for which we receive regulatory approval, less favorable coverage policies and reimbursement rates may be implemented in the future.

### **Healthcare Reform**

In the United States and some foreign jurisdictions, there have been, and continue to be, several legislative and regulatory changes and proposed changes regarding the healthcare system that could prevent or delay marketing approval of product candidates, restrict or regulate post-approval activities and affect the ability to profitably sell product candidates for which marketing approval is obtained. Among policy makers and payors in the United States and elsewhere, there is significant interest in promoting changes in healthcare systems with the stated goals of containing healthcare costs, improving quality and/or expanding access. In the United States, the pharmaceutical industry has been a particular focus of these efforts and has been significantly affected by major legislative initiatives.

For example, the Affordable Care Act has substantially changed healthcare financing and delivery by both governmental and private insurers. Among the Affordable Care Act provisions of importance to the pharmaceutical and biotechnology industries, in addition to those otherwise described above, are the following:

- an annual, nondeductible fee on any entity that manufactures or imports certain specified branded prescription drugs and biologic agents apportioned among these entities according to their market share in some government healthcare programs;
- an increase in the statutory minimum rebates a manufacturer must pay under the Medicaid Drug Rebate Program, to 23.1% and 13% of the average manufacturer price for most branded and generic drugs, respectively, and capped the total rebate amount for innovator drugs at 100% of the Average Manufacturer Price;
- a new Medicare Part D coverage gap discount program, in which manufacturers must now agree to offer 70% point-of-sale discounts off negotiated prices 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;
- extension of manufacturers' Medicaid rebate liability to covered drugs dispensed to individuals who are enrolled in Medicaid managed care organizations;

## [Table of Contents](#)

- expansion of eligibility criteria for Medicaid programs by, among other things, allowing states to offer Medicaid coverage to additional individuals and by adding new mandatory eligibility categories for individuals with income at or below 133% of the federal poverty level, thereby potentially increasing manufacturers' Medicaid rebate liability;
- expansion of the entities eligible for discounts under the 340B Drug Discount Program;
- a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in and conduct comparative clinical effectiveness research, along with funding for such research;
- expansion of healthcare fraud and abuse laws, including the False Claims Act and the Anti-Kickback Statute, new government investigative powers and enhanced penalties for noncompliance;
- 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;
- requirements to report certain financial arrangements with physicians and teaching hospitals;
- a requirement to annually report certain information regarding drug samples that manufacturers and distributors provide to physicians;
- establishment of a Center for Medicare and Medicaid Innovation at CMS to test innovative payment and service delivery models to lower Medicare and Medicaid spending, potentially including prescription drug spending; and
- creation of a licensure framework for follow on biologic products.

There remain executive, legal and political challenges to certain aspects of the Affordable Care Act. For example, in December 2017, Congress repealed the tax penalty for an individual's failure to maintain Affordable Care Act-mandated health insurance as part of the Tax Cuts and Jobs Act of 2017 (the Tax Act), effective January 1, 2019. On December 14, 2018, a Texas United States District Court Judge ruled that the Affordable Care Act is unconstitutional in its entirety because the "individual mandate" was repealed by Congress as part of the Tax Act. Additionally, on December 18, 2019, the U.S. Court of Appeals for the 5th Circuit upheld the District Court ruling that the individual mandate was unconstitutional and remanded the case back to the District Court to determine whether the remaining provisions of the Affordable Care Act are invalid as well. On March 2, 2020, the U.S. Supreme Court granted the petitions for writs of certiorari to review this case, and held oral arguments on November 10, 2020. The Supreme Court is currently reviewing the case, and it is unclear how or when the Supreme Court will rule. Accordingly, the ultimate content, timing or effect of any healthcare reform legislation on the U.S. healthcare industry is unclear.

We anticipate that the Affordable Care Act, if substantially maintained in its current form, will continue to result in additional downward pressure on coverage and the price that we receive for any approved product and could seriously harm our business. Any reduction in reimbursement from Medicare and other government programs may result in a similar reduction in payments from private payors. The implementation of cost containment measures or other healthcare reforms may prevent us from being able to generate revenue, attain profitability or commercialize our products. Such reforms could have an adverse effect on anticipated revenue from product candidates that we may successfully develop and for which we may obtain regulatory approval and may affect our overall financial condition and ability to develop product candidates.

Further legislation or regulation could be passed that could harm our business, financial condition and results of operations. Other legislative changes have been proposed and adopted since the Affordable Care Act was enacted. For example, in August 2011, the Budget Control Act of 2011 was signed into law, which, among other things, included aggregate reductions to Medicare payments to

providers of 2% per fiscal year and, due to subsequent legislative amendments to the statute, will stay in effect through 2030, with the exception of a temporary suspension from May 1, 2020 through March 31, 2021, unless additional Congressional action is taken. Further, in January 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, further reduced Medicare payments to several types of 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.

Additionally, there has been increasing legislative and enforcement interest in the United States with respect to specialty drug pricing practices. Specifically, there have been several recent U.S. Congressional inquiries and proposed and enacted federal 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, on July 24, 2020 and September 13, 2020, the Trump Administration announced several executive orders related to prescription drug pricing that seek to implement several of the administration's proposals. As a result, the FDA released a final rule on September 24, 2020, effective November 30, 2020, providing guidance for states to build and submit importation plans for drugs from Canada. Further, on November 20, 2020, HHS finalized a regulation removing safe harbor protection for price reductions from pharmaceutical manufacturers to plan sponsors under Part D, either directly or through pharmacy benefit managers, unless the price reduction is required by law. The rule also creates a new safe harbor for price reductions reflected at the point-of-sale, as well as a safe harbor for certain fixed fee arrangements between pharmacy benefit managers and manufacturers. On November 20, 2020, CMS issued an interim final rule implementing President Trump's Most Favored Nation executive order, which would tie Medicare Part B payments for certain physician-administered drugs to the lowest price paid in other economically advanced countries, effective January 1, 2021. On December 28, 2020, the United States District Court in Northern California issued a nationwide preliminary injunction against implementation of the interim final rule. The likelihood of implementation of any of the other Trump administration reform initiatives is uncertain, particularly in light of the new incoming Presidential administration. Individual states in the United States have also become increasingly active 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.

Further, it is possible that additional governmental action is taken in response to the COVID-19 pandemic.

#### ***The Foreign Corrupt Practices Act***

The Foreign Corrupt Practices Act (FCPA) prohibits any U.S. individual or business from paying, offering or 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 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.

#### ***Additional Regulation***

In addition to the foregoing, state and federal laws regarding environmental protection and hazardous substances, including the Occupational Safety and Health Act, the Resource Conservancy

and Recovery Act and the Toxic Substances Control Act, affect our business. These and other laws govern our use, handling and disposal of various biological, chemical and radioactive substances used in, and wastes generated by, our operations. If our operations result in contamination of the environment or expose individuals to hazardous substances, we could be liable for damages and governmental fines. We believe that we are in material compliance with applicable environmental laws and that continued compliance therewith will not have a material adverse effect on our business. We cannot predict, however, how changes in these laws may affect our future operations.

### ***Europe/Rest of World Government Regulation***

In addition to regulations in the United States, we will be subject to a variety of regulations in other jurisdictions governing, among other things, clinical trials and any commercial sales and distribution of our products. Whether or not we obtain FDA approval of a product, we must obtain the requisite approvals from regulatory authorities in foreign countries prior to the commencement of clinical trials or marketing of the product in those countries. Certain countries outside of the United States have a similar process that requires the submission of a clinical trial application much like the IND prior to the commencement of human clinical trials. In the EU, for example, a clinical trial application must be submitted to each country's national health authority and an independent ethics committee, much like the FDA and IRB, respectively. Once the clinical trial application is approved in accordance with a country's requirements, clinical trial development may proceed. Because biologically sourced raw materials are subject to unique contamination risks, their use may be restricted in some countries.

The requirements and process governing the conduct of clinical trials, product licensing, pricing and reimbursement vary from country to country. In all cases, the clinical trials must be conducted in accordance with GCP and the applicable regulatory requirements and the ethical principles that have their origin in the Declaration of Helsinki.

To obtain regulatory approval of an investigational drug or biological product under EU regulatory systems, we must submit a Marketing Authorisation Application. The application used to file the BLA in the United States is similar to that required in the EU, with the exception of, among other things, country-specific document requirements.

For other countries outside of the EU, such as countries in Eastern Europe, Latin America or Asia, the requirements governing the conduct of clinical trials, product licensing, pricing and reimbursement vary from country to country. In all cases, again, the clinical trials must be conducted in accordance with GCP and the applicable regulatory requirements and the ethical principles that have their origin in the Declaration of Helsinki.

If we or our potential collaborators fail to comply with applicable foreign regulatory requirements, we may be subject to, among other things, fines, suspension or withdrawal of regulatory approvals, product recalls, seizure of products, operating restrictions and criminal prosecution.

### **Facilities**

Our principal executive office is located at 100 Cambridgepark Drive, Suite 400, Cambridge, Massachusetts where we lease 32,798 square feet of office and laboratory space pursuant to a lease that terminates in June 2030. We believe that these facilities will be adequate for our near-term needs. If required, we believe that suitable additional or alternative space would be available in the future on commercially reasonable terms.

## **Employees and Human Capital Resources**

Our human capital is integral to helping us achieve our mission of developing transformative treatments for patients suffering from hematological malignancies. We have built a culture of high performance based on our core values:

- *Passion*: enthusiastically driving our science toward innovative medicines.
- *Fellowship*: fostering genuine bonds of collaboration and mentorship.
- *Humility*: acting selflessly by putting the collective mission first.

Our human capital objectives include, as applicable, identifying, recruiting, retaining, incentivizing and integrating our existing and additional employees. The principal purposes of our equity incentive plans are to attract, retain and motivate selected employees, consultants and directors through the granting of stock-based compensation awards.

As of January 1, 2021, we had 76 full-time employees, 27 of whom held an M.D. or Ph.D. degree and 55 of whom are engaged in research and development activities. None of our employees are represented by a labor union or covered by a collective bargaining agreement. We consider our relationship with our employees to be good.

## **Legal Proceedings**

From time to time, we may become involved in legal proceedings arising in the ordinary course of our business. We are not currently subject to any material legal proceedings. Regardless of outcome, such proceedings or claims can have an adverse impact on us because of defense and settlement costs, diversion of resources and other factors, and there can be no assurances that favorable outcomes will be obtained.



**MANAGEMENT****Executive Officers, Other Key Officers and Directors**

The following table provides information regarding our current executive officers, other key employees and directors, including their ages as of January 1, 2021:

<u>Name</u>	<u>Age</u>	<u>Position(s)</u>
<b>Executive Officers</b>		
Robert Ang, M.B.B.S.	46	President, Chief Executive Officer and Director
Tirtha Chakraborty, Ph.D.	47	Chief Scientific Officer
Nathan Jorgensen, Ph.D.	44	Chief Financial Officer
Sadik Kassim, Ph.D.	40	Chief Technology Officer
Christopher Slapak, M.D.	62	Chief Medical Officer
<b>Other Key Officers</b>		
John King	45	Chief Commercial Officer
Amy Mendel	41	Chief Legal Officer
Tania Philipp	49	Vice President and Head of People
Robert Pietrusko, Pharm.D.	72	Chief Regulatory and Quality Officer
<b>Non-Employee Directors</b>		
Kush Parmar, M.D., Ph.D.	40	Chair of the Board of Directors
Daniella Beckman	42	Director
David C. Lubner	56	Director
Sven (Bill) Ante Lundberg, M.D.	57	Director
Matthew Patterson	49	Director
Joshua Resnick, M.D.	46	Director

(1) Member of the audit committee.

(2) Member of the compensation committee.

(3) Member of the nominating and corporate governance committee.

**Executive Officers**

**Robert Ang, M.B.B.S.**, has served as our Chief Executive Officer and a member of our board of directors since August 2019. Prior to that, Dr. Ang served as Chief Business Officer at Neon Therapeutics Inc., a biopharmaceutical company, from October 2015 until August 2019, and as Senior Vice President, Business Development at Bavarian Nordic A/S, an immuno-oncology and infectious disease vaccine company, from 2013 to 2015. From 2009 to 2013, Dr. Ang held various roles at Cadence Pharmaceuticals, Inc., a biopharmaceutical company, which was acquired by Mallinckrodt plc in 2014, including Vice President, Medical Affairs and Head of Business Development. Prior to Cadence Pharmaceuticals, Dr. Ang worked in venture capital at Frazier Healthcare Ventures from 2008 to 2009 and Carrot Capital Healthcare Ventures from 2004 to 2006. Dr. Ang also worked in strategy management consulting at Boston Consulting Group from 2000 to 2003. Dr. Ang received an M.B.B.S. medical degree from the University of Western Australia and an M.B.A. from Columbia University. We believe that Dr. Ang is qualified to serve on our board of directors due to his service as our President and Chief Executive Officer and his experience in the field of medicine and clinical drug development.

**Tirtha Chakraborty, Ph.D.** has served as our Chief Scientific Officer since November 2020 and previously as our Vice President, Head of Research starting in October 2019. From October 2018 to October 2019, Dr. Chakraborty served as Vice President of Cell Therapy Research at Sana Biotechnology, Inc., a biotechnology company. Prior to that, Dr. Chakraborty served as an Executive

## [Table of Contents](#)

Director and Head of Hematology at CRISPR Therapeutics AG, a biotechnology company, from 2015 to October 2018 and held multiple roles at Moderna Therapeutics, Inc., a biotechnology company, including most recently as Group Leader, mRNA sciences, from 2011 to 2015. Dr. Chakraborty received a Ph.D. from Tata Institute of Fundamental Research and completed his post-doctoral associateship at Harvard Medical School.

**Nathan Jorgensen, Ph.D.**, has served as our Chief Financial Officer since May 2020. From August 2016 to April 2020, Mr. Jorgensen led global healthcare investments for Qatar Investment Authority, the sovereign wealth fund for the State of Qatar. Dr. Jorgensen served as investment analyst at Calamos Investments, a global investment firm, from 2013 to August 2016. Dr. Jorgensen received a Ph.D. from the University of Minnesota and an M.B.A. from Cornell University Johnson Graduate School of Management.

**Sadik Kassim, Ph.D.**, has served as our Chief Technology Officer since September 2019. From January 2019 to September 2019, Dr. Kassim served as Executive Director, Process Design of Kite Pharma. Dr. Kassim served in roles of increasing responsibility at Mustang Bio from February 2017 to January 2019, including most recently as Chief Scientific Officer. From 2014 to February 2017, Dr. Kassim served as Head of Early Analytical Development at Novartis in its cell and gene therapies unit. From February 2012 to February 2014, Dr. Kassim was a Staff Biologist at the National Cancer Institute. Dr. Kassim received a B.S. in cell and molecular biology from Tulane University and a Ph.D. in microbiology and immunology from Louisiana State University. Dr. Kassim completed a post-doctoral fellowship in the Gene Therapy Program at the University of Pennsylvania.

**Christopher Slapak, M.D.**, has served as our Chief Medical Officer since July 2020 and previously served in a consulting role as our Chief Medical Officer from July 2019 to July 2020. From January 2018 to July 2020, Dr. Slapak provided oncology consulting services to pharmaceutical companies, including Takeda Oncology and Translational Drug Development, Inc. From July 2018 to June 2019, Dr. Slapak served in a consulting role as Chief Medical Officer for Prelude Therapeutics, Inc., a precision oncology company. Dr. Slapak served in roles of increasing responsibility at Eli Lilly and Company from 1996 to December 2017, including most recently as Vice President, Early Phase Development Oncology. Dr. Slapak is also a clinical associate professor of medicine and clinical pharmacology at the Indiana University School of Medicine. Dr. Slapak received a B.S. in chemistry from The Ohio State University and an M.D. from the University of Chicago Pritzker School of Medicine.

### **Other Key Officers**

**John King** has served as our Chief Technology Officer since August 2020. From April 2018 to August 2020, Mr. King served as Chief Commercial Officer of Ra Pharmaceuticals, Inc., a biopharmaceutical company (Ra Pharmaceuticals). From 2009 to March 2018, Mr. King served in roles of increasing responsibility at Alexion Pharmaceuticals, Inc., a pharmaceutical company, including most recently as Vice President of the U.S. Neurology Business Unit. Mr. King received a B.S. in business logistics and M.B.A. from Penn State University.

**Amy Mendel, J.D.** has served as our Chief Legal Officer since December 2019. From October 2017 to December 2019, Ms. Mendel served as a legal consultant for numerous early stage life science companies, including for us from February 2019 to December 2019. From 2015 through September 2017, Ms. Mendel had multiple roles with Flagship VentureLabs portfolio companies including serving as the Senior Vice President of Intellectual Property at Ohana Biosciences, Inc. from September 2016 to September 2017, a biotechnology company, and as the Senior Vice President of Intellectual Property at Evelo Biosciences, Inc., a biotechnology company, from 2015 to September 2016. She also served as the Vice President and Associate General Counsel of Intellectual Property

and Licensing at Ziopharm Oncology Inc., a biopharmaceutical company, from 2011 to 2015. Ms. Mendel received a Sc.B. in biomedical engineering from Brown University and her J.D. from Suffolk University Law School.

**Tania Philipp** has served as our Vice President and Head of People since December 2019. From February 2017 to November 2019, Ms. Philipp served in roles of increasing responsibility at Tango Therapeutics, including most recently as Vice President of Human Resources. Prior to that, she served as Director and then Executive Director of Human Resources at Bavarian Nordic A/S, a biotechnology company, from 2013 to December 2015. Ms. Philipp received a B.A. in psychology and Spanish from Hollins University and an M.A. in behavioral psychology from the University of the Pacific.

**Robert Pietrusko, Pharm.D.** has served as our Chief Regulatory and Quality Officer since April 2020. From 2014 to March 2020, Dr. Pietrusko served as the Senior Vice President of Regulatory Affairs and Quality Assurance at Voyager Therapeutics, Inc., a biotechnology company. Prior to that, he served as the Vice President of Global Regulatory Affairs and Quality at ViroPharma Incorporated, a pharmaceutical company, from 2007 to 2014. Dr. Pietrusko received a B.S. in biology and pharmacy and a B.Pharm from Rutgers University, completed his residency in hospital pharmacy at Thomas Jefferson University and received his Pharm.D. from the University of the Sciences in Philadelphia.

#### **Non-Employee Directors**

**Kush Parmar, M.D., Ph.D.** has served as a member of our board of directors since February 2019 and served as our interim President and Chief Executive Officer from February 2019 until August 2019. Dr. Parmar is currently a Member of 5AM Venture Management, LLC, where he has worked since 2010, and is Co-Chief Executive Officer and member of the board of directors of 5:01 Acquisition Corp, positions he has held since its inception in August 2020. Dr. Parmar has served on the boards of directors of Homology Medicines, Inc. and Akouos, Inc. since December 2015 and October 2017, respectively, and previously served on the board of directors of Arvinas, Inc. from 2013 to November 2019, Audentes Therapeutics, Inc. (Audentes) from 2013 to November 2018 and scPharmaceuticals, Inc. from March 2014 to July 2018. Dr. Parmar received an A.B. in molecular biology and medieval studies from Princeton University, a Ph.D. in experimental pathology from Harvard University and an M.D. from Harvard Medical School. We believe that Dr. Parmar is qualified to serve on our board of directors due to his extensive experience in the venture capital industry, medical and scientific background and training, and service on the boards of other public and private biopharmaceutical and biotechnology companies.

**Daniella Beckman** has served as a member of our board of directors since July 2020. Since September 2019, she has served as the Chief Financial Officer of Tango Therapeutics, Inc. (Tango Therapeutics), a targeted oncology biotechnology company. From November 2015 to September 2019, she provided consulting services and served as the Interim Chief Financial Officer for several early-stage biotechnology companies. Prior to consulting, Ms. Beckman was the chief financial officer of Idenix Pharmaceuticals from 2011 until its acquisition by Merck in 2014. Ms. Beckman has served on the board of directors and is a member of the audit committee of Translate Bio, Inc., a clinical-stage mRNA therapeutics company, since October 2017, and on the board of directors of 5:01 Acquisition Corp, a special purpose acquisition company, since October 2020. Ms. Beckman received a B.S. in business administration-accounting from Boston University. She is also a certified public accountant in Massachusetts. We believe that Ms. Beckman is qualified to serve on our board of directors due to her financial expertise and her experience in public accounting in the life sciences industry.

**David C. Lubner** has served as a member of our board of directors since July 2020. From January 2016 to June 2020, Mr. Lubner served as the Executive Vice President and Chief Financial Officer of Ra Pharmaceuticals, a biotechnology company acquired by UCB S.A. in April 2020. Prior to that, Mr. Lubner served as a member of the senior management team of Tetrphase Pharmaceuticals,

## [Table of Contents](#)

Inc., a biotechnology company, from its inception in 2006 to January 2016, including as Senior Vice President and Chief Financial Officer from 2010 to 2015. He served as the Chief Financial Officer of PharMetrics Inc., a patient-based pharmacy and medical claims data informatics company which was acquired by IMS Health in 2015, from 1999 to 2005. Mr. Lubner served as Vice President and Chief Financial Officer of ProScript, Inc., a biotechnology company, from 1996 to 1999. Mr. Lubner has served on the boards of directors of Dyne Therapeutics, Inc., a biotechnology company, and Therapeutics Acquisition Corp., a special purpose acquisition company, since March 2020 and July 2020, respectively, and previously served as a member of the board of directors of Nightstar Therapeutics plc, a gene therapy company, from July 2017 until it was acquired by Biogen Inc in June 2019. Mr. Lubner received a B.S. in business administration from Northeastern University and an M.S. in taxation from Bentley University. Mr. Lubner is also a member of the American Institute of Certified Public Accountants and is a certified public accountant in Massachusetts. We believe Mr. Lubner is qualified to serve on our board of directors due to his financial and accounting experience and his service as a director and executive officer of other biotechnology companies.

**Sven (Bill) Ante Lundberg, M.D.** has served as a member of our board of directors since March 2019. Since December 2019, he has served as President, Chief Executive Officer and Principal Financial Officer, and Executive Director of Merus N.V., a clinical-stage immune-oncology company. From 2015 to February 2018, Dr. Lundberg was Chief Scientific Officer of CRISPR Therapeutics AG, a biotechnology company. Dr. Lundberg received an M.D. from Stanford University and an M.B.A. from the University of Massachusetts. He completed post-doctoral training at the Whitehead Institute/MIT and clinical training in Medicine and Medical Oncology from Harvard and the Dana-Farber Cancer Institute. We believe that Dr. Lundberg is qualified to serve on our board of directors due to his experience in the field of medicine and clinical drug development as well as his leadership and business experience.

**Matthew Patterson** has served as a member of our board of directors since October 2020. Mr. Patterson is the co-founder of, and currently serves as a Strategic Advisor for, Audentes. From 2012 to January 2020, he served as Chief Executive Officer of Audentes until its acquisition by Astellas Pharma, Inc. From 2004 to 2011, Mr. Patterson held numerous roles at Amicus Therapeutics, Inc., a biopharmaceutical company, including President and Chief Executive Officer and Chief Operating Officer. Mr. Patterson has served as a member of the board of directors of the Alliance for Regenerative Medicine, an international advocacy organization representing the gene and cell therapy and broader regenerative medicine sector, since 2015, including as chair since January 2019. He has also served on the board of directors of Homology Medicines, Inc., a gene therapy company, and 5:01 Acquisition Corp, a special purpose acquisition company, since January 2018 and October 2020, respectively. Mr. Patterson received a B.A. in Biochemistry from Bowdoin College. We believe that Mr. Patterson is qualified to serve on our board of directors due to his expertise in the fields of business, biotechnology and drug development.

**Joshua Resnick, M.D.** has served as a member of our board of directors since February 2019. Dr. Resnick currently serves as a Managing Director at RA Capital Management, a position he has held since October 2018. Dr. Resnick previously served as a Partner at SV Health Investors from January 2016 to September 2018 and as President and Managing Partner at MRL Ventures Fund, an early-stage therapeutics-focused corporate venture fund that he built and managed within Merck & Co., from 2014 to January 2016. Dr. Resnick is on staff in the Department of Emergency Medicine at Massachusetts General Hospital. Dr. Resnick served on the boards of directors of Kalvista Pharmaceuticals, Inc. and Avrobio, Inc. from November 2016 to September 2018 and July 2016 to September 2018, respectively. Dr. Resnick received a B.A. in chemistry from Williams College, an M.D. from the University of Pennsylvania School of Medicine and an M.B.A. from The Wharton School of Business. We believe that Dr. Resnick is qualified to serve on our board of directors due to his experience as a biopharmaceutical and biotechnology public and private company investor.

## Board Composition

Our business and affairs are managed under the direction of our board of directors, which currently consists of seven members. Our directors were elected to, and currently serve on, the board pursuant to a voting agreement among us and certain of our stockholders and voting rights granted by our current amended and restated certificate of incorporation. The voting agreement will terminate upon the closing of this offering, after which there will be no further contractual obligations regarding the election of our directors.

In accordance with our amended and restated certificate of incorporation that will be in effect upon the closing of this offering, our board of directors will be divided into three classes, each of which will consist, as nearly as possible, of one-third of the total number of directors constituting our entire board and which will serve staggered three-year terms. At each annual meeting of stockholders, the successors to directors whose terms then expire will be elected to serve from the time of election and qualification until the third annual meeting following election. Our directors will be divided among the three classes as follows:

- Class I, which will consist of \_\_\_\_\_ and \_\_\_\_\_, and their terms will expire at our first annual meeting of stockholders to be held after the closing of this offering;
- Class II, which will consist of \_\_\_\_\_ and \_\_\_\_\_, and their terms will expire at our second annual meeting of stockholders to be held after the closing of this offering; and
- Class III, which will consist of \_\_\_\_\_ and \_\_\_\_\_, and their terms will expire at our third annual meeting of stockholders to be held after the closing of this offering.

Our amended and restated bylaws, which will become effective upon the closing of this offering, will provide that the authorized number of directors may be changed only by resolution approved by a majority of our board of directors. Any additional directorships resulting from an increase in the number of directors will be distributed among the three classes so that, as nearly as possible, each class will consist of one-third of the directors. The division of our board of directors into three classes with staggered three-year terms may delay or prevent a change of our management or a change of control.

## Director Independence

Applicable Nasdaq rules (the Nasdaq Listing Rules) require a majority of a listed company's board of directors to be comprised of independent directors within one year 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 corporate governance committees be independent and that audit committee members also satisfy independence criteria set forth in Rule 10A-3 under the Exchange Act of 1934, as amended (the Exchange Act). The Nasdaq independence definition includes a series of objective tests, such as that the director is not, and has not been for at least three years, one of our employees, that neither the director nor any of his family members has engaged in various types of business dealings with us and that the director is not associated with the holders of more than 5% of our common stock. In addition, under applicable Nasdaq rules, a director will only qualify as an "independent director" if, in the opinion of the listed 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.

Our board of directors has determined that all of our directors other than Robert Ang, by virtue of his employment with us, are "independent directors" as defined under applicable Nasdaq rules. In making such determination, our board of directors considered the current and prior relationships that each such director has with our company and all other facts and circumstances that our board of directors deemed relevant in determining his or her independence, including the beneficial ownership

## [Table of Contents](#)

of our capital stock by each director and the transactions described in the section titled “Certain Relationships and Related Party Transactions.”

There are no family relationships among any of our directors or executive officers. Pursuant to our amended and restated voting agreement, which will terminate upon the closing of this offering, Kush Parmar was designated as a director by 5AM Ventures and Joshua Resnick was designated as a director by RA Capital.

### **Role of the Board in Risk Oversight**

One of the key functions of our board of directors is informed oversight of our risk management process. Our board of directors does not have a standing risk management committee, but rather administers this oversight function directly through the board of directors as a whole, as well as through various standing committees of our board of directors that address risks inherent in their respective areas of oversight. In particular, our board of directors is responsible for monitoring and assessing strategic risk exposure. Following the completion of this offering, we intend for our audit committee to have the responsibility to consider and discuss our major financial risk exposures and the steps our management has taken to monitor and control these exposures, including guidelines and policies to govern the process by which risk assessment and management is undertaken. The audit committee will also monitor compliance with legal and regulatory requirements.

### **Board Committees**

Our board of directors has established an audit committee, compensation committee and a nominating and corporate governance committee, each of which operate pursuant to a committee charter. Our board of directors may establish other committees to facilitate the management of our business. The composition and functions of each committee are described below.

#### ***Audit Committee***

Our audit committee consists of Daniella Beckman, David Lubner and Matthew Patterson, with Daniella Beckman serving as chair of the audit committee. Our board of directors has determined that each of these individuals meets the independence requirements of Rule 10A-3 under the Exchange Act and the Nasdaq Listing Rules. Each member of our audit committee can read and understand fundamental financial statements in accordance with Nasdaq audit committee requirements. Our board of directors has also determined that Daniella Beckman qualifies as an audit committee financial expert within the meaning of SEC regulations and meets the financial sophistication requirements of the Nasdaq Listing Rules. In arriving at these determinations, the board has examined each audit committee member’s scope of experience and the nature of their prior and/or current employment.

The functions of this committee include, among other things:

- helping our board of directors oversee our corporate accounting and financial reporting processes;
- managing the selection, engagement, qualifications, independence and performance of a qualified firm to serve as the independent registered public accounting firm to audit our financial statements;
- discussing the scope and results of the audit with the independent registered public accounting firm, and reviewing, with management and the independent accountants, our interim and year-end operating results;
- developing procedures for employees to submit concerns anonymously about questionable accounting or audit matters;

## [Table of Contents](#)

- reviewing related person transactions;
- obtaining and reviewing a report by the independent registered public accounting firm at least annually that describes our internal quality control procedures, any material issues with such procedures and any steps taken to deal with such issues when required by applicable law; and
- approving or, as permitted, pre-approving, audit and permissible non-audit services to be performed by the independent registered public accounting firm.

We believe that the composition and functioning of our audit committee will comply with all applicable SEC and Nasdaq rules and regulations. We intend to comply with future requirements to the extent they become applicable to us.

### **Compensation Committee**

Our compensation committee consists of Daniella Beckman, Bill Lundberg and Joshua Resnick, with Joshua Resnick serving as chair of the compensation committee. Each of these individuals is a non-employee director, as defined in Rule 16b-3 promulgated under the Exchange Act and is an “outside director,” as defined pursuant to Section 162(m) of the Internal Revenue Code of 1986, as amended (the Code). Our board of directors has determined that each of these individuals is “independent” as defined under the applicable listing standards of Nasdaq, including the standards specific to members of a compensation committee. The functions of this committee include, among other things:

- reviewing, modifying and approving (or if it deems appropriate, making recommendations to the full board of directors regarding) our overall compensation strategy and policies;
- reviewing and making recommendations to the full board of directors regarding the compensation and other terms of employment of our Chief Executive Officer and reviewing and approving (or if it deems appropriate, making recommendations to the full board of directors regarding) the compensation and other terms of employment of our other executive officers and senior management;
- reviewing and approving (or if it deems appropriate, making recommendations to the full board of directors regarding) performance goals and objectives relevant to the compensation of our executive officers and assessing their performance against these goals and objectives;
- reviewing and approving (or if it deems it appropriate, making recommendations to the full board of directors regarding) the equity incentive plans, compensation plans and similar programs advisable for us, as well as modifying, amending or terminating existing plans and programs;
- evaluating risks associated with our compensation policies and practices and assessing whether risks arising from our compensation policies and practices for our employees are reasonably likely to have a material adverse effect on us;
- reviewing and making recommendations to the full board of directors regarding the type and amount of compensation to be paid or awarded to our non-employee board members;
- reviewing and considering votes by our stockholders to approve executive compensation to the extent required by Section 14A of the Exchange Act and, if applicable, making recommendations to the board of directors regarding the frequency of advisory votes on executive compensation;
- reviewing and assessing the independence of compensation consultants, legal counsel and other advisors as required by Section 10C of the Exchange Act;
- administering our equity incentive plans;



## [Table of Contents](#)

- establishing policies with respect to equity compensation arrangements;
- reviewing the competitiveness of our executive compensation programs and evaluating the effectiveness of our compensation policy and strategy in achieving expected benefits to us;
- reviewing and approving the terms of any employment agreements, severance arrangements, change in control protections and any other compensatory arrangements for our executive officers;
- reviewing with management our disclosures under the caption “Compensation Discussion and Analysis” in our periodic reports or proxy statements to be filed with the SEC, to the extent such caption is included in any such report or proxy statement, and determine whether to provide recommendations to the full board of directors that such disclosures be approved for inclusion in SEC filings;
- preparing the report that the SEC requires in our annual proxy statement; and
- reviewing and evaluating on an annual basis the performance of the compensation committee and the compensation committee charter.

We believe that the composition and functioning of our compensation committee will comply with all applicable SEC and Nasdaq rules and regulations. We intend to comply with future requirements to the extent they become applicable to us.

### ***Nominating and Corporate Governance Committee***

Our nominating and corporate governance committee consists of Kush Parmar, Matthew Patterson and Joshua Resnick, with Joshua Resnick serving as chair of the nominating and corporate governance committee. Our board of directors has determined that each of these individuals is “independent” as defined under the applicable listing standards of Nasdaq and SEC rules and regulations. The functions of this committee include, among other things:

- identifying, reviewing and evaluating candidates to serve on our board of directors;
- determining the minimum qualifications for service on our board of directors;
- evaluating director performance on the board and applicable committees of the board and determining whether continued service on our board is appropriate;
- evaluating, nominating and recommending individuals for membership on our board of directors;
- evaluating nominations by stockholders of candidates for election to our board of directors;
- considering and assessing the independence of members of our board of directors;
- developing a set of corporate governance policies and principles and recommending to our board of directors any changes to such policies and principles;
- reviewing and making recommendations to the board of directors with respect to management succession planning;
- reviewing and making recommendations to the board of directors to consider changes to our insider trading policy;
- considering questions of possible conflicts of interest of directors as such questions arise; and
- reviewing and evaluating on an annual basis the performance of the nominating and corporate governance committee and the nominating and corporate governance committee charter.

We believe that the composition and functioning of our nominating and corporate governance committee will comply with all applicable SEC and Nasdaq rules and regulations. We intend to comply with future requirements to the extent they become applicable to us.



## Compensation Committee Interlocks and Insider Participation

None of our directors who serve as a member of our compensation committee is, or has at any time during the past year been, one of our officers or employees. None of our executive officers currently serves, or in the past year has served, as a member of the board of directors or compensation committee of any other entity that has one or more executive officers serving on our board of directors or compensation committee.

## Code of Business Conduct and Ethics

Effective upon the closing of this offering, we will adopt a Code of Business Conduct and Ethics (the Code of Conduct) applicable to all of our employees, executive officers and directors. This includes our principal executive officer, principal financial officer and principal accounting officer or controller, or persons performing similar functions. Following the closing of this offering, the full text of the Code of Conduct will be available on our website at [www.vorbio.com](http://www.vorbio.com). We intend to post on our website all disclosures that are required by law or the listing standards of the Nasdaq Stock Market concerning any amendments to, or waivers from, any provision of the Code of Conduct. Information contained on, or that can be accessed through, our website is not incorporated by reference into this prospectus, and you should not consider information on our website to be part of this prospectus.

## Non-Employee Director Compensation

Historically, we have not had a formal compensation policy with respect to service on our board of directors. However, we have provided varying amounts of cash compensation and equity-based compensation to our independent directors who are not employees or affiliated with our largest investors for the time and effort necessary to serve as a member of our board of directors. In addition, our non-employee directors are entitled to reimbursement of direct expenses incurred in connection with attending meetings of our board of directors or committees thereof. We intend to adopt a non-employee director compensation policy, pursuant to which our non-employee directors will be eligible to receive compensation for service on our board of directors and committees of our board of directors, to be effective following the completion of this offering.

## 2020 Director Compensation Table

The following table sets forth information regarding the compensation earned for service on our board of directors in 2020 by our non-employee directors. Robert Ang, our President and Chief Executive Officer, is also a member of our board of directors but did not receive any additional compensation for service as a director.

<u>Name</u>	<u>Fees Earned or Paid in Cash (\$)</u>	<u>Option Awards (\$)<sup>(1)(2)</sup></u>	<u>Total (\$)</u>
Kush Parmar, M.D., Ph.D.	—	—	—
Daniella Beckman	14,429	85,352	99,781
Bharatt Chowrira, Ph.D. <sup>(3)</sup>	—	—	—
David C. Lubner	12,636	85,392	98,028
Sven (Bill) Ante Lundberg, M.D.	30,000	43,407	73,407
Matthew Patterson	7,011	134,244	141,255
Joshua Resnick, M.D.	—	—	—

(1) This column reflects the full grant date fair value of options granted during the year measured pursuant to Financial Accounting Standard Board Accounting Standards Codification Topic 718 (ASC 718), which is the basis for computing stock-based compensation in our financial statements. See Note 8 to our unaudited condensed financial statements

[Table of Contents](#)

appearing elsewhere in this prospectus for information concerning certain of the specific assumptions we used in valuing options.

- (2) The table below shows the aggregate number equity awards outstanding for each of our directors who is not a named executive officer, as of December 31, 2020.

<b>Name</b>	<b>Number of Outstanding Options</b>	<b>Number of Outstanding Unvested Stock Awards</b>
Kush Parmar, M.D., Ph.D.	—	—
Daniella Beckman	560,276	—
David C. Lubner	560,276	—
Sven (Bill) Ante Lundberg, M.D.	285,086	225,156
Matthew Patterson	—	560,276
Joshua Resnick, M.D.	—	—

- (3) Dr. Chowrira resigned from our board of directors on June 30, 2020 and did not hold any option awards or unvested stock awards as of December 31, 2020.

## EXECUTIVE COMPENSATION

Our named executive officers for the year ended December 31, 2020 consist of our principal executive officer, Robert Ang, our President and Chief Executive Officer, and our next two most highly compensated executive officers Dr. Tirtha Chakraborty, our Chief Scientific Officer, and Dr. Christopher Slapak, our Chief Medical Officer.

### 2020 Summary Compensation Table

The following table provides information regarding the compensation provided to our named executive officers for the year ended December 31, 2020.

Name and Principal Position	Year	Salary (\$)	Bonus (\$)	Option Awards (\$) <sup>(1)</sup>	Non-Equity Incentive Plan Compensation (\$) <sup>(2)</sup>	All Other Compensation (\$)	Total (\$)
Robert Ang, M.B.B.S. <sup>(3)</sup> <i>President and Chief Executive Officer</i>	2020	424,173	—	1,619,356	—	500,015 <sup>(4)</sup>	2,543,544
Tirtha Chakraborty, Ph.D. <i>Chief Scientific Officer</i>	2020	298,439	47,600 <sup>(5)</sup>	718,008	—	2,059 <sup>(6)</sup>	1,066,106
Christopher Slapak, M.D. <i>Chief Medical Officer</i>	2020	176,846 <sup>(7)</sup>	—	627,356	—	283,344 <sup>(8)</sup>	1,087,546

- (1) This column reflects the full grant date fair value of stock awards and option awards granted during the year measured pursuant to Financial Accounting Standard Board Accounting Standards Codification Topic 718 (ASC 718), which is the basis for computing stock-based compensation in our financial statements. This calculation assumes that the named executive officer will perform the requisite service for the award to vest in full as required by SEC rules. These amounts do not reflect the actual economic value that will be realized by the named executive officer upon vesting of the stock options, the exercise of the stock options or the sale of the common stock underlying such stock options. See Note 8 to our unaudited condensed financial statements appearing elsewhere in this prospectus for information concerning certain of the specific assumptions we used in valuing options.
- (2) Performance-based cash bonuses, if any, for 2020 will be determined by our board of directors and paid during the first quarter of 2021.
- (3) Dr. Ang is also a member of our board of directors but did not receive any additional compensation in his capacity as a director.
- (4) Consists of \$497,920 resulting from our forgiveness of a loan to Dr. Ang, an aggregate of \$1,645 in life insurance and disability insurance premiums paid by us on Dr. Ang's behalf and reimbursement of \$450 in commuting expenses.
- (5) Dr. Chakraborty was awarded a one-time bonus in connection with his promotion to Chief Scientific Officer.
- (6) Consists of an aggregate of \$1,609 in life insurance and disability insurance premiums paid by us on Dr. Chakraborty's behalf and reimbursement of \$450 in commuting expenses.
- (7) Dr. Slapak commenced employment with us as our Chief Medical Officer in July 2020.
- (8) Consists of \$282,592 paid to Christopher Slapak Consulting LLC for Dr. Slapak's consulting services to us from January 2020 until his commencement of employment with us in July 2020 and an aggregate of \$752 in life insurance and disability insurance premiums paid by us on Dr. Slapak's behalf.

### Narrative to the Summary Compensation Table

We review compensation annually for all employees, including our executive officers. In setting executive base salaries and bonuses and granting equity incentive awards, we consider compensation for comparable positions in the market, the historical compensation levels of our executives, individual performance as compared to our expectations and objectives, our desire to motivate our employees to achieve short- and long-term results that are in the best interests of our stockholders and a long-term commitment to our company. We do not target a specific competitive position or a specific mix of compensation among base salary, bonus or long-term incentives.

Our board of directors has historically determined our executive officers' compensation and has typically reviewed and discussed management's proposed compensation with our chief executive

## [Table of Contents](#)

officer for all executives other than our chief executive officer. Based on those discussions and its discretion, the board of directors then approved the compensation of each executive officer. Upon the completion of this offering, the compensation committee will determine and approve our executive officers' compensation.

### ***Annual Base Salary***

We have entered into offer letters with each of our named executive officers that establish annual base salaries, which are generally determined, approved and reviewed periodically by our board of directors in order to compensate our named executive officers for the satisfactory performance of duties to our company. Annual base salaries are intended to provide a fixed component of compensation to our named executive officers, reflecting their skill sets, experience, roles and responsibilities. Base salaries for our named executive officers have generally been set at levels deemed necessary to attract and retain individuals with superior talent. See “—Offer Letters and Potential Payments Upon Termination or Change in Control.”

### ***Non-Equity Incentive Plan Compensation***

In accordance with the terms of their offer letters, our named executive officers are eligible to receive discretionary annual bonuses of up to a percentage of each officer's gross base salary based on individual performance, company performance or as otherwise determined appropriate, as determined by our board of directors. In 2020, our named executive officers were eligible to earn an annual target performance bonus of each executive's 2020 base salary based on achievement of certain corporate objectives. Dr. Ang was eligible to earn 40% of his 2020 base salary and Drs. Slapak and Chakraborty were each eligible to earn 30% of their 2020 base salaries. Performance-based cash bonuses, if any, for 2020 are expected to be determined by our board of directors and paid during the first quarter of 2021.

### ***Equity-Based Incentive Awards***

Our equity-based incentive awards are designed to align our interests with those of our employees and consultants, including our executive officers. Our board of directors has historically been responsible for approving equity grants. Vesting of equity awards is generally tied to continuous service with us and serves as an additional retention measure. Our executives generally are awarded an initial new hire grant upon commencement of employment. We have also made true-up awards following certain financing events. Additional grants may occur periodically in order to specifically incentivize executives with respect to achieving certain corporate goals or to reward executives for exceptional performance.

The following table provides information regarding the outstanding equity awards held by our named executive officers as of December 31, 2020. All awards were granted pursuant to the 2015 Plan. See “—Equity Incentive Plans—2015 Plan” below for additional information.

## Outstanding Equity Awards at December 31, 2020

Name	Option Awards <sup>(1)</sup>							Stock Awards <sup>(1)</sup>	
	Grant Date	Vesting Commencement Date	Vesting Cliff 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 (\$) <sup>(2)</sup>
Robert Ang, M.B.B.S.	8/5/2019	8/5/2019	—	—	—	—	—	3,319,468 <sup>(3)</sup>	2,190,849
	3/10/2020	8/5/2019	—	251,064 <sup>(4)</sup>	1,752,130	\$ 0.16	3/9/2030	—	—
	8/21/2020	7/1/2020	9/1/2020	923,789	7,944,590 <sup>(5)</sup>	\$ 0.14	8/20/2030	—	—
Christopher Slapak, M.D.	8/21/2020	7/1/2020	8/1/2020	216,874	1,865,126 <sup>(5)</sup>	\$ 0.14	8/20/2030	—	—
	8/25/2020	7/30/2019	—	737,525	1,344,899 <sup>(6)</sup>	\$ 0.14	8/24/2030	—	—
Tirtha Chakraborty, Ph.D.	9/25/2019	9/23/2019	—	196,547	432,405 <sup>(6)</sup>	\$ 0.10	9/24/2030	—	—
	3/10/2020	9/23/2019	—	103,744	228,238 <sup>(6)</sup>	\$ 0.16	3/9/2030	—	—
	8/21/2020	7/1/2020	10/1/2020	100,097	860,837 <sup>(5)</sup>	\$ 0.14	8/20/2030	—	—
	11/18/2020	11/16/2020	—	34,375	1,615,625 <sup>(6)</sup>	\$ 0.48	11/17/2030	—	—

- (1) All equity awards were granted under our 2015 Plan, the terms of which are described below under the subsection titled “—Equity Incentive Plans—2015 Stock Incentive Plan.”
- (2) This column represents the fair market value of a share of our common stock of \$0.66 as of December 31, 2020 (the determination of the fair market value by our board of directors as of the most proximate date) multiplied by the amount shown in the column “Stock Awards—Number of Shares or Units of Stock That Have Not Vested.”
- (3) The shares were acquired pursuant to the exercise of unvested options granted to Dr. Ang on August 5, 2019 and are subject to our right of repurchase upon Dr. Ang’s termination of service. The shares will be released from our repurchase right in equal monthly installments on the fifth day of each month through August 5, 2023, subject to continuous service with us as of each such date. The restricted shares are subject to vesting acceleration, as described in more detail below under the subsection titled “—Offer Letters and Potential Payments Upon Termination or Change in Control.”
- (4) Twenty-five percent of the shares subject to the option vest on the first anniversary of the vesting commencement date, and thereafter the remaining shares subject to the option vest in 36 equal monthly installments on each monthly anniversary thereafter, subject to continuous service with us as of each such vesting date. The option is exercisable immediately with respect to all shares subject to the option granted on such date, subject to a repurchase right in favor of us which lapses as the option vests. As a result, this reflects the number of shares subject to the option that were exercisable and vested as of December 31, 2020. The option is subject to vesting acceleration, as described in more detail below under the subsection titled “—Offer Letters and Potential Payments Upon Termination or Change in Control.”
- (5) The shares subject to the option vest in equal monthly installments beginning on the vesting commencement date, subject to continuous service as of the vesting cliff date set forth in the table above and further subject to continuous service as of each such vesting date.
- (6) Twenty-five percent of the shares subject to the option vest on the first anniversary of the vesting commencement date, and thereafter the remaining shares subject to the option vest in 36 equal monthly installments on each monthly anniversary thereafter, subject to continuous service with us as of each such vesting date.

### 401(k) Plan

We maintain a defined contribution retirement plan that provides eligible U.S. employees, including our named executive officers, with an opportunity to save for retirement. The plan is intended to qualify as a tax-qualified 401(k) plan so that contributions to the 401(k) plan, and income earned on such contributions, are not taxable to participants until withdrawn or distributed from the 401(k) plan (except in the case of contributions under the 401(k) plan designated as Roth contributions). Eligible employees may defer eligible compensation on a pre-tax basis or make Roth post-tax contributions, up to the statutorily prescribed annual limits on contributions under the Code. We do not make matching or other contributions. Employee contributions are allocated to each participant’s individual account and are then invested in selected investment alternatives according to the participant’s directions. Employees are immediately and fully vested in their contributions.

## **Health and Welfare Benefits; Perquisites**

Our named executive officers are eligible to participate in our other benefit programs on the same basis as all employees of our company. We generally do not provide perquisites or personal benefits except in limited circumstances.

## **Offer Letters and Potential Payments Upon Termination or Change in Control**

We are party to offer letters with each of our named executive officers. The agreements generally provide for at-will employment without any specific term and set forth the named executive officer's initial base salary, eligibility for employee benefits and severance benefits upon a qualifying termination of employment or change in control of our company. Each of our named executive officers has executed our standard confidentiality, intellectual property assignment and non-solicitation agreement. The key terms of the offer letters with our named executive officers, including potential payments upon termination or change in control, are described below.

### ***Dr. Robert Ang***

We entered into an offer letter with Robert Ang in June 2019 in connection with his appointment as our President and Chief Executive Officer. The offer letter provides for a base salary of \$395,000 per year, a one-time signing bonus of \$76,000 and a target annual bonus equal to 40% of Dr. Ang's annual base salary based on the achievement of goals established by our board of directors. In February 2020 and September 2020, our board of directors approved increases in Dr. Ang's annual base salary to \$408,825 and \$440,000, respectively. The offer letter further provides for the grant of an initial option to purchase 4,979,201 shares of our common stock, which was granted on August 5, 2019 at an exercise price of \$0.10 per share, and a grant of an option to purchase 2,628,194 shares of our common stock following the milestone closing of our Series A-2 preferred stock financing, which was granted on March 10, 2020 at an exercise price of \$0.16 per share. Each option shall vest with respect to 25% of the shares subject to the option on the first anniversary of the applicable grant date, and the remaining 75% of such shares subject to the option shall vest in 36 monthly installments thereafter, subject to Dr. Ang's continued service through each applicable vesting date. Further, each option provides for the early exercise of such option, subject to the terms of the 2015 Plan and option agreements thereunder.

If we terminate Dr. Ang's employment without cause, or if Dr. Ang terminates his employment for good reason or due to death or disability, each as defined in Dr. Ang's offer letter, he will be entitled to (i) cash severance equal to continued base salary payments commencing on Dr. Ang's termination date until the first anniversary of such termination date (the Ang Severance Period), paid in equal monthly installments in accordance with our standard payroll policies and (ii) if he timely elects to continue health coverage through COBRA, direct payment of, or reimbursement for, COBRA premiums for Dr. Ang and his covered dependents for the Ang Severance Period or, if earlier, until Dr. Ang is eligible for healthcare coverage under another employer's plan. These severance benefits are conditioned upon Dr. Ang's resignation from all positions with us, execution of a release agreement, return of company property and compliance with his confidentiality, intellectual property assignment and non-solicitation agreement.

Notwithstanding the foregoing, in the event we undergo a change in control, as defined in Dr. Ang's offer letter, Dr. Ang's then-outstanding equity awards granted pursuant to the offer letter will vest in full, subject to Dr. Ang's continued service through the date of such change in control.

### ***Dr. Tirtha Chakraborty***

We entered into an offer letter with Tirtha Chakraborty in August 2019 in connection with his hiring as our Vice President of Research. The offer letter provides for a base salary of \$285,000 per year and a

## [Table of Contents](#)

target annual bonus equal to 30% of Dr. Chakraborty's annual base salary based on the achievement of goals established by our board of directors. Dr. Chakraborty's annual base salary was increased to \$325,000 in connection with his appointment as our Chief Scientific Officer in November 2020. In addition, under the offer letter Dr. Chakraborty received a one-time signing bonus equal to \$30,000, with an additional payment to cover all taxes resulting from the payment of the signing bonus. The offer letter further provides for the grant of an initial option to purchase 628,952 shares of our common stock, which was granted on September 25, 2019 at an exercise price of \$0.10 per share, and a grant of an option to purchase 331,982 shares of our common stock following the milestone closing of our Series A-2 preferred stock financing, which was granted on March 10, 2020 at an exercise price of \$0.16 per share. Each option shall vest with respect to 25% of the shares subject to the option on the first anniversary of the applicable grant date, and the remaining 75% of such shares subject to the option shall vest in 36 monthly installments thereafter, subject to Dr. Chakraborty's continued service through each applicable vesting date.

### ***Dr. Christopher Slapak***

We entered into an offer letter with Christopher Slapak in July 2020 in connection with his hiring as our full-time Chief Medical Officer. The offer letter provides for a base salary of \$380,000 per year and a target annual bonus equal to 30% of Dr. Slapak's annual base salary based on the achievement of goals established by our board of directors. The offer letter further provides for the grant of an initial option to purchase 2,082,424 shares of our common stock, which was granted on August 25, 2020 at an exercise price of \$0.14 per share. The option shall vest with respect to 25% of the shares subject to the option on the first anniversary of the applicable grant date, and the remaining 75% of such shares subject to the option shall vest in 36 monthly installments thereafter, subject to Dr. Slapak's continued service through each vesting date.

If we terminate Dr. Slapak's employment without cause, or if Dr. Slapak terminates his employment for good reason, each as defined in Dr. Slapak's offer letter, he will be entitled to (i) cash severance equal to continued base salary payments commencing on Dr. Slapak's termination date until the first anniversary of such termination date (the Slapak Severance Period), paid in equal monthly installments in accordance with our standard payroll policies and (ii) if he timely elects to continue health coverage through COBRA, direct payment of, or reimbursement for, COBRA premiums for Dr. Slapak and his covered dependents for the Slapak Severance Period or, if earlier, until Dr. Slapak is eligible for healthcare coverage under another employer's plan. These severance benefits are conditioned upon Dr. Slapak's resignation from all positions with us, execution of a release agreement, return of all company property and compliance with his confidentiality, intellectual property assignment and non-solicitation agreement.

Dr. Slapak provided consulting services to us prior to the commencement of his full-time employment as our Chief Medical Officer and received consulting fees of \$500 per hour. See "Certain Relationships and Related Party Transactions—Consulting Agreement with Christopher Slapak Consulting LLC."

## **Equity Incentive Plans**

### ***2021 Equity Incentive Plan***

We expect that, prior to the effectiveness of the registration statement for this offering, our board of directors will adopt and our stockholders will approve our 2021 Equity Incentive Plan (the 2021 Plan). The 2021 Plan will become effective immediately upon the execution of the underwriting agreement for this offering, at which point no further grants will be made under our 2015 Plan, as described in "Equity Incentive Plans—2015 Stock Incentive Plan." No awards have been granted and no shares of our common stock have been issued under our 2021 Plan. Our 2021 Plan will provide for the grant of stock options qualifying as incentive stock options (ISOs) within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the Code), to our employees and for the grant of nonstatutory stock options (NSOs), restricted stock awards, restricted stock unit awards,

stock appreciation rights, performance stock awards and other forms of stock compensation to our employees, consultants and directors.

*Authorized Shares.* The number of shares of our common stock initially reserved for issuance under our 2021 Plan is the sum of (i) shares of our common stock; (ii) the number of shares remaining available for issuance under our 2015 Plan when the 2021 Plan becomes effective; and (iii) the number of shares of our common stock subject to outstanding awards under our 2015 Plan when the 2021 Plan becomes effective that thereafter expire or are forfeited, canceled, withheld to satisfy tax withholding or to purchase or exercise an award, repurchased by us or are otherwise terminated. The number of shares of our common stock reserved for issuance under our 2021 Plan will automatically increase on January 1 of each year, for a period of ten years, from January 1, 2022 continuing through January 1, 2031, by % of the total number of shares of our common stock outstanding on December 31 of the preceding calendar year, or a lesser number of shares as may be determined by our board of directors. The maximum number of shares that may be issued pursuant to the exercise of ISOs under the 2021 Plan is .

Shares issued under our 2021 Plan may be authorized but unissued or reacquired shares of our common stock. Shares subject to stock awards granted under our 2021 Plan that expire or terminate without being exercised in full, or that are paid out in cash rather than in shares, will not reduce the number of shares available for issuance under our 2021 Plan. Additionally, shares issued pursuant to stock awards under our 2021 Plan that we repurchase or that are forfeited, as well as shares reacquired by us as consideration for the exercise or purchase price of a stock award or to satisfy tax withholding obligations related to a stock award, will become available for future grant under our 2021 Plan.

*Administration.* Our board of directors, or a duly authorized committee thereof (referred to herein as the “administrator”), has the authority to administer our 2021 Plan. Our board of directors has delegated its authority to administer our 2021 Plan to our compensation committee under the terms of the compensation committee’s charter. Our board of directors may also delegate to one or more of our officers the authority to (i) designate employees other than officers to receive specified stock awards and (ii) determine the number of shares of our common stock to be subject to such stock awards. Subject to the terms of our 2021 Plan, the administrator has the authority to determine the terms of awards, including recipients, the exercise price or strike price of stock awards, if any, the number of shares subject to each stock award, the fair market value of a share of our common stock, the vesting schedule applicable to the awards, together with any vesting acceleration, the form of consideration, if any, payable upon exercise or settlement of the stock award and the terms and conditions of the award agreements for use under our 2021 Plan.

The administrator has the power to modify outstanding awards under our 2021 Plan. Subject to the terms of our 2021 Plan, the administrator has the authority to reprice any outstanding option or stock award, cancel and re-grant any outstanding option or stock award in exchange for new stock awards, cash or other consideration, or take any other action that is treated as a repricing under generally accepted accounting principles, with the consent of any adversely affected participant.

*Limitation on Grants to Non-Employee Directors.* The maximum number of shares of our common stock subject to awards granted under our 2021 Plan or otherwise during a single calendar year to any of our non-employee directors, taken together with any cash fees paid by us to such non-employee director during the calendar year for serving on our board, will not exceed \$ in total value (the value of any such stock awards to be based on their grant date fair market value for financial reporting purposes), or, with respect to the calendar year in which a non-employee director is first appointed or elected to our board, \$ .

*Stock Options.* ISOs and NSOs are evidenced by stock option agreements adopted by the administrator. The administrator determines the exercise price for a stock option, within the terms and



## [Table of Contents](#)

conditions of the 2021 Plan, provided that the exercise price of a stock option generally cannot be less than 100% of the fair market value of our common stock on the date of grant. Options granted under the 2021 Plan vest at the rate specified by the administrator.

The administrator determines the term of stock options granted under the 2021 Plan, up to a maximum of 10 years. Unless the terms of an option holder's stock option agreement provide otherwise, if an option holder's service relationship with us, or any of our affiliates, ceases for any reason other than disability, death or cause, the option holder may generally exercise any vested options for a period of three months following the cessation of service. The option term will automatically be extended in the event that exercise of the option following such a termination of service is prohibited by applicable securities laws or our insider trading policy. If an option holder's service relationship with us or any of our affiliates ceases due to disability or death, or an option holder dies within a certain period following cessation of service, the option holder or a beneficiary may generally exercise any vested options for a period of 12 months in the event of disability and 18 months in the event of death. In the event of a termination for cause, options generally terminate immediately. In no event may an option be exercised beyond the expiration of its term.

Acceptable consideration for the purchase of common stock issued upon the exercise of a stock option will be determined by the administrator and may include (i) cash, check, bank draft or money order; (ii) a broker-assisted cashless exercise; (iii) the tender of shares of our common stock previously owned by the option holder; (iv) a net exercise of the option if it is an NSO; and (v) other legal consideration approved by the administrator.

Unless the administrator provides otherwise, options generally are not transferable except by will, the laws of descent and distribution, or pursuant to a domestic relations order. An option holder may designate a beneficiary, however, who may exercise the option following the option holder's death.

*Tax Limitations on ISOs.* The aggregate fair market value, determined at the time of grant, of our common stock with respect to ISOs that are exercisable for the first time by an option holder during any calendar year under all of our stock plans may not exceed \$100,000. Options or portions thereof that exceed such limit will be treated as NSOs. No ISOs may be granted to any person who, at the time of the grant, owns or is deemed to own stock possessing more than 10% of our total combined voting power or that of any of our parent or subsidiary corporations unless (i) the option exercise price is at least 110% of the fair market value of the stock subject to the option on the date of grant and (ii) the term of the ISO does not exceed five years from the date of grant.

*Restricted Stock Awards.* Restricted stock awards are evidenced by restricted stock award agreements adopted by the administrator. Restricted stock awards may be granted in consideration for (i) cash, check, bank draft or money order; (ii) services rendered to us or our affiliates; or (iii) any other form of legal consideration. Common stock acquired under a restricted stock award may, but need not, be subject to a share repurchase option in our favor in accordance with a vesting schedule as determined by the administrator. Rights to acquire shares under a restricted stock award may be transferred only upon such terms and conditions as set by the administrator. Except as otherwise provided in the applicable award agreement, restricted stock awards that have not vested will be forfeited upon the participant's cessation of continuous service for any reason.

*Restricted Stock Unit Awards.* Restricted stock unit awards are evidenced by restricted stock unit award agreements adopted by the administrator. Restricted stock unit awards may be granted in consideration for any form of legal consideration or for no consideration. A restricted stock unit award may be settled by cash, delivery of stock, a combination of cash and stock as deemed appropriate by the administrator, or in any other form of consideration set forth in the restricted stock unit award agreement. Additionally, dividend equivalents may be credited in respect of shares covered by a

restricted stock unit award. Rights under a restricted stock unit award may be transferred only upon such terms and conditions as set by the administrator. Restricted stock unit awards may be subject to vesting as determined by the administrator. Except as otherwise provided in the applicable award agreement, restricted stock units that have not vested will be forfeited upon the participant's cessation of continuous service for any reason.

*Stock Appreciation Rights.* Stock appreciation rights are evidenced by stock appreciation grant agreements adopted by the administrator. The administrator determines the strike price for a stock appreciation right, which generally cannot be less than 100% of the fair market value of our common stock on the date of grant. Upon the exercise of a stock appreciation right, we will pay the participant an amount in cash or stock equal to (i) the excess of the per share fair market value of our common stock on the date of exercise over the strike price, multiplied by (ii) the number of shares of common stock with respect to which the stock appreciation right is exercised. A stock appreciation right granted under the 2021 Plan vests at the rate specified in the stock appreciation right agreement as determined by the administrator.

The administrator determines the term of stock appreciation rights granted under the 2021 Plan, up to a maximum of 10 years. Unless the terms of a participant's stock appreciation right agreement provides otherwise, if a participant's service relationship with us or any of our affiliates ceases for any reason other than cause, disability or death, the participant may generally exercise any vested stock appreciation right for a period of three months following the cessation of service. The stock appreciation right term will be further extended in the event that exercise of the stock appreciation right following such a termination of service is prohibited by applicable securities laws. If a participant's service relationship with us, or any of our affiliates, ceases due to disability or death, or a participant dies within a certain period following cessation of service, the participant or a beneficiary may generally exercise any vested stock appreciation right for a period of 12 months in the event of disability and 18 months in the event of death. In the event of a termination for cause, stock appreciation rights generally terminate immediately upon the occurrence of the event giving rise to the termination of the individual for cause. In no event may a stock appreciation right be exercised beyond the expiration of its term.

Unless the administrator provides otherwise, stock appreciation rights generally are not transferable except by will, the laws of descent and distribution, or pursuant to a domestic relations order. A stock appreciation right holder may designate a beneficiary, however, who may exercise the stock appreciation right following the holder's death.

*Performance Awards.* Our 2021 Plan permits the grant of performance awards. The performance goals mean, for a performance period, the one or more goals established by the administrator for the performance period based on the performance criteria. The performance goals may be based on company-wide performance or performance of one or more business units, divisions, affiliates, or business segments, and may be either absolute or relative to the performance of one or more comparable companies or the performance of one or more relevant indices. Unless specified otherwise by our board of directors when the performance award is granted, we will appropriately make adjustments in the method of calculating the attainment of performance goals as follows: (i) to exclude restructuring and/or other nonrecurring charges; (ii) to exclude exchange rate effects; (iii) to exclude the effects of changes to generally accepted accounting principles; (iv) to exclude the effects of any statutory adjustments to corporate tax rates; (v) to exclude the effects of any items that are unusual in nature or occur infrequently as determined under generally accepted accounting principles; (vi) to exclude the dilutive effects of acquisitions or joint ventures; (vii) to assume that any business divested by us achieved performance objectives at targeted levels during the balance of a performance period following such divestiture; (viii) to exclude the effect of any change in the outstanding shares of our common stock by reason of any stock dividend or split, stock repurchase, reorganization, recapitalization, merger, consolidation, spin-off, combination or exchange of shares or other similar corporate change, or any distributions to common stockholders other than regular cash dividends;

## [Table of Contents](#)

(ix) to exclude the effects of stock-based compensation and the award of bonuses under our bonus plans; (x) to exclude costs incurred in connection with potential acquisitions or divestitures that are required to be expensed under generally accepted accounting principles; and (xi) to exclude the goodwill and intangible asset impairment charges that are required to be recorded under generally accepted accounting principles. In addition, we retain the discretion to adjust or eliminate the compensation or economic benefit due upon attainment of the goals. The performance goals may differ from participant to participant and from award to award.

*Other Stock Awards.* The administrator may grant other awards based in whole or in part by reference to our common stock. The administrator will set the number of shares under the stock award and all other terms and conditions of such awards.

*Corporate Transactions.* The following applies to stock awards under the 2021 Plan in the event of certain specified corporate transactions, unless otherwise provided in a participant's stock award agreement or other written agreement with us or one of our affiliates or unless otherwise expressly provided by the plan administrator at the time of grant.

In the event of a corporate transaction, any stock awards outstanding under the 2021 Plan may be assumed, continued or substituted for by any surviving or acquiring corporation (or its parent company), and any reacquisition or repurchase rights held by us with respect to the stock award may be assigned to our successor (or its parent company). If the surviving or acquiring corporation (or its parent company) does not assume, continue or substitute for such stock awards, then (i) with respect to any such stock awards that are held by participants whose continuous service has not terminated prior to the effective time of the corporate transaction, or current participants, the vesting (and exercisability, if applicable) of such stock awards will be accelerated in full (or, in the case of performance awards with multiple vesting levels depending on the level of performance, vesting will accelerate at 100% of the target level) to a date prior to the effective time of the corporate transaction (contingent upon the effectiveness of the corporate transaction), and such stock awards will terminate if not exercised (if applicable) at or prior to the effective time of the corporate transaction, and any reacquisition or repurchase rights held by us with respect to such stock awards will lapse (contingent upon the effectiveness of the corporate transaction), and (ii) any such stock awards that are held by persons other than current participants will terminate if not exercised (if applicable) prior to the effective time of the corporate transaction, except that any reacquisition or repurchase rights held by us with respect to such stock awards will not terminate and may continue to be exercised notwithstanding the corporate transaction.

In the event a stock award will terminate if not exercised prior to the effective time of a corporate transaction, the plan administrator may provide, in its sole discretion, that the holder of such stock award may not exercise such stock award but instead will receive a payment equal in value to the excess (if any) of (i) the per share amount payable to holders of our common stock in connection with the corporate transaction, over (ii) any per share exercise price payable by such holder, if applicable. In addition, any escrow, holdback, earn out or similar provisions in the definitive agreement for the corporate transaction may apply to such payment to the same extent and in the same manner as such provisions apply to the holders of our common stock.

Under the 2021 Plan, a significant corporate transaction is generally the consummation of (i) a sale or other disposition of all or substantially all of our consolidated assets; (ii) a sale or other disposition of at least 50% of our outstanding securities; (iii) a merger, consolidation or similar transaction following which we are not the surviving corporation; or (iv) a merger, consolidation or similar transaction following which we are the surviving corporation but the shares of our common stock outstanding immediately prior to such transaction are converted or exchanged into other property by virtue of the transaction.

*Amendment or Termination.* Our board has the authority to amend, suspend, or terminate our 2021 Plan, provided that such action does not materially impair the existing rights of any participant without such participant's written consent. No ISOs may be granted after the tenth anniversary of the date our board of directors adopts our 2021 Plan.

### **2015 Stock Incentive Plan**

The 2015 Plan was adopted by our board of directors and approved by our stockholders in December 2015. The 2015 Plan provides for the grant of ISOs, NSOs, restricted stock awards, restricted stock units, stock appreciation rights and other stock-based awards. Our employees, officers, directors, consultants and advisors are eligible to receive awards under the 2015 Plan; however, ISOs may only be granted to our employees.

*Stock Awards.* As of January 15, 2021, there were 59,872,889 shares of common stock issuable upon the exercise of stock options outstanding under the 2015 Plan at a weighted-average exercise price of \$0.17 per share, options to purchase 10,836,981 shares of our common stock had been exercised, including 5,144,811 restricted shares of common stock that were issued related to early exercise of unvested options, and 898,289 shares of common stock were available for future issuance under the 2015 Plan. On and after the effective date of the 2021 Plan described above, we will grant no further stock options or other awards under the 2015 Plan. However, any shares of common stock subject to awards under our 2015 Plan that expire, terminate, or otherwise are surrendered or canceled without being fully exercised, are forfeited (including as the result of shares of common stock subject to such award being repurchased by us at the original issuance price pursuant to a contractual repurchase right) or results in any common stock not being issued will become available for issuance under our 2021 Plan. Further, shares of common stock tendered to us by a participant to exercise an award shall be added to shares of common stock available for the grant of awards under the 2015 Plan.

*Administration.* Our board of directors, or a committee appointed by our board, administers the 2015 Plan and, subject to any limitations set forth in the 2015 Plan, will select the recipients of awards, determine the number of shares of common stock to be subject to such stock awards and specify the other terms and conditions, including the exercise price or purchase price and vesting schedule, applicable to such stock awards.

If our board of directors delegates authority to an executive officer to grant awards under the 2015 Plan, the executive officer has the power to make awards to employees and officers, except executive officers. Our board of directors will fix the terms of the awards to be granted by such executive officer, including the exercise price of such awards, and the maximum number of shares subject to awards that such executive officer may make.

*Share Reserve.* The 2015 Plan provides that a maximum of 71,670,659 shares of our common stock are authorized for issuance under the plan. Our board of directors may amend, suspend, or terminate the 2015 Plan at any time.

If a stock award granted under the 2015 Plan expires, terminates or otherwise is surrendered or canceled without being exercised in full, is forfeited in whole or in part (including as the result of shares of common stock subject to such award being repurchased by us at the original issuance price pursuant to a contractual repurchase right), or results in any common stock not being issued, the shares of our common stock not acquired pursuant to the stock award again will become available for subsequent issuance under the 2015 Plan. Further, shares of common stock tendered to us by a participant to exercise an award shall be added to shares of common stock available for the grant of awards under the 2015 Plan. Upon closing of this offering, any shares that would otherwise be returned to the 2015 Plan will instead be added to the shares of common stock available for issuance under the 2021 Plan.

## [Table of Contents](#)

*Options.* The exercise price per share of ISOs and NSOs granted under our 2015 Plan cannot be less than 100% of the fair market value per share of our common stock on the grant date. Subject to the provisions of our 2015 Plan, our board of directors determines the other terms of options, including any vesting and exercisability requirements, the method of payment of the option exercise price, the option expiration date, and the period following termination of service during which options may remain exercisable.

*Changes to Capital Structure.* Upon the occurrence of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spinoff, or other similar change in capitalization or event, or any dividend or distribution to holders of our common stock other than an ordinary cash dividend, under the terms of the 2015 Plan, we are required to equitably adjust (or make substitute awards, if applicable), in the manner determined by our board of directors:

- the number and class of securities available under the 2015 Plan;
- the number and class of securities and exercise price per share of each outstanding option;
- the share and per-share provisions and the measurement price of each outstanding stock appreciation right;
- the number of shares subject to and the repurchase price per share subject to each outstanding restricted stock award; and
- the share and per-share-related provisions and the purchase price, if any, of each outstanding other stock-based award.

*Reorganization Events.* Upon the occurrence of a merger or consolidation of our company with or into another entity as a result of which all of our common stock is converted into or exchanged for the right to receive cash, securities, or other property or is cancelled; any transfer or disposition of all of our common stock for cash, securities, or other property pursuant to a share exchange or other transaction; or a liquidation or dissolution of our company, our board of directors may, on such terms as our board of directors determines, take any one or more of the following actions pursuant to the 2015 Plan, as to some or all outstanding awards, other than restricted stock awards:

- provide that awards shall be assumed, or substantially equivalent awards shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof);
- upon written notice to a plan participant, provide that the participant's unexercised awards will terminate immediately prior to the consummation of such transaction unless exercised by the participant (to the extent then exercisable) within a specified period;
- provide that outstanding awards shall become exercisable, realizable or deliverable, or restrictions applicable to an award shall lapse, in whole or in part, prior to or upon such transaction;
- in the event of a transaction under the terms of which holders of common stock will receive upon consummation thereof a cash payment for each share surrendered in the transaction, make or provide for a cash payment to a plan participant;
- provide that, in connection with a liquidation or dissolution of the company, awards shall convert into the right to receive liquidation proceeds; or
- any combination of the foregoing.

Our board of directors is not obligated under the 2015 Plan to treat all awards, all awards held by a participant, or all awards of the same type, identically.

Upon the occurrence of any corporate transaction described above, other than our liquidation or dissolution, our repurchase and other rights under each outstanding restricted stock award will

## [Table of Contents](#)

continue for the benefit of our successor and will, unless our board of directors determines otherwise, apply to the cash, securities, or other property which our common stock was converted into or exchanged for in the transaction in the same manner and to the same extent as they applied to the common stock subject to the restricted stock award; provided, however, that the board may provide termination or deemed satisfaction of such repurchase or other rights under the restricted stock award agreement, either initially or by amendment, or provide for forfeiture of such restricted stock if issued at no cost. Upon our liquidation or dissolution, except to the extent specifically provided to the contrary in the restricted stock award agreement or any other agreement between the plan participant and us, all restrictions and conditions on all restricted stock awards then outstanding will automatically be deemed terminated or satisfied. Our board of directors, in its sole discretion, may accelerate the exercisability of any option or time at which any restrictions shall lapse or be removed from any restricted stock award, as the case may be.

*Transferability.* A participant generally may not transfer stock awards under the 2015 Plan other than by will, the laws of descent and distribution, except as our board of directors may otherwise determine or provide in the award agreement or as otherwise provided under the 2015 Plan.

*Amendment and Termination.* Our board of directors has the authority to amend, suspend or terminate the 2015 Plan, provided that, if approval of our stockholders is required, our board of directors may not effect such modification or amendment without such approval. Unless otherwise specified, any amendment to the 2015 Plan shall apply to all outstanding awards, and be binding on holders of such awards, at the time the amendment is adopted, provided that our board of directors determines such amendment does not materially and adversely affect the rights of the holders. Unless terminated sooner by our board of directors, the 2015 Plan will automatically terminate on December 30, 2025. No stock awards may be granted under the 2015 Plan while it is suspended or terminated. Our board of directors has determined not to make any further awards under the 2015 Plan following the closing of this offering.

### **2021 Employee Stock Purchase Plan**

We expect that our board of directors will adopt and our stockholders will approve prior to the closing of this offering our 2021 Employee Stock Purchase Plan (the ESPP). The ESPP will become effective immediately upon the execution of the underwriting agreement for this offering. The purpose of the ESPP is to secure the services of new employees, to retain the services of existing employees and to provide incentives for such individuals to exert maximum efforts toward our success. The ESPP includes two components. One component is designed to allow eligible U.S. employees to purchase common stock in a manner that may qualify for favorable tax treatment under Section 423 of the Code. In addition, purchase rights may be granted under a component that does not qualify for such favorable tax treatment when necessary or appropriate to permit participation by eligible employees who are foreign nationals or employed outside of the United States while complying with applicable foreign laws. is intended to qualify as an “employee stock purchase plan” within the meaning of Section 423 of the Code.

*Share Reserve.* Following this offering, the ESPP will authorize the issuance of shares of our common stock pursuant to purchase rights granted to our employees or to employees of any of our designated affiliates. The ESPP will initially provide participating employees with the opportunity to purchase up to an aggregate of \_\_\_\_\_ shares of our common stock. The number of shares of our common stock reserved for issuance will automatically increase on January 1 of each calendar year, from January 1, 2022 through January 1, 2031, by the lesser of (i) \_\_\_\_\_ % of the total number of shares of our common stock outstanding on December 31 of the preceding calendar year, and (ii) \_\_\_\_\_ shares; provided, that prior to the date of any such increase, our board of directors may determine that such increase will be less than the amount set forth in clauses (i) and (ii). If purchase

## [Table of Contents](#)

rights granted under the ESPP terminate without having been exercised, the shares of our common stock not purchased under such purchase rights will again become available for issuance under the ESPP.

*Administration.* Our board of directors intends to delegate concurrent authority to administer the ESPP to our compensation committee. The ESPP is implemented through a series of offerings under which eligible employees are granted purchase rights to purchase shares of our common stock on specified dates during such offerings. Under the ESPP, we may specify offerings with durations of not more than 27 months, and may specify shorter purchase periods within each offering. Each offering will have one or more purchase dates on which shares of our common stock will be purchased for employees participating in the offering. An offering under the ESPP may be terminated under certain circumstances.

*Payroll Deductions.* Generally, all regular employees, including executive officers, employed by us or by any of our designated affiliates, may participate in the ESPP and may contribute, normally through payroll deductions, up to 15% of their earnings (as defined in the ESPP) for the purchase of our common stock under the ESPP. Unless otherwise determined by our board of directors, common stock will be purchased for the accounts of employees participating in the ESPP at a price per share equal to the lower of (i) 85% of the fair market value of a share of our common stock on the first trading date of an offering or (ii) 85% of the fair market value of a share of our common stock on the date of purchase.

*Limitations.* Employees may have to satisfy one or more of the following service requirements before participating in the ESPP, as determined by our board of directors, including: (i) being customarily employed for more than 20 hours per week; (ii) being customarily employed for more than five months per calendar year; or (iii) continuous employment with us or one of our affiliates for a period of time (not to exceed two years). No employee may purchase shares under the ESPP at a rate in excess of \$25,000 worth of our common stock based on the fair market value per share of our common stock at the beginning of an offering for each year such a purchase right is outstanding. Finally, no employee will be eligible for the grant of any purchase rights under the ESPP if immediately after such rights are granted, such employee has voting power over 5% or more of our outstanding capital stock measured by vote or value pursuant to Section 424(d) of the Code.

*Changes to Capital Structure.* In the event that there occurs a change in our capital structure through such actions as a stock split, merger, consolidation, reorganization, recapitalization, reincorporation, stock dividend, dividend in property other than cash, large nonrecurring cash dividend, liquidating dividend, combination of shares, exchange of shares, change in corporate structure or similar transaction, our board of directors will make appropriate adjustments to (i) the number of shares reserved under the ESPP, (ii) the maximum number of shares by which the share reserve may increase automatically each year, (iii) the number of shares and purchase price applicable to all outstanding offerings and purchase rights and (iv) the number of shares that are subject to purchase limits under ongoing offerings.

*Corporate Transactions.* In the event of certain significant corporate transactions, including (i) a sale of all or substantially all of our assets, (ii) the sale or disposition of more than 50% of our outstanding securities, (iii) the consummation of a merger or consolidation where we do not survive the transactions and (iv) the consummation of a merger or consolidation where we do survive the transaction but the shares of our common stock outstanding immediately prior to such transaction are converted or exchanged into other property by virtue of the transaction, any then-outstanding rights to purchase our stock under the ESPP may be assumed, continued or substituted for by any surviving or acquiring entity (or its parent company). If the surviving or acquiring entity (or its parent company) elects not to assume, continue or substitute for such purchase rights, then the participants'



## [Table of Contents](#)

accumulated payroll contributions will be used to purchase shares of our common stock within ten business days prior to such corporate transaction, and such purchase rights will terminate immediately.

*Amendments or Termination.* Our board of directors has the authority to amend or terminate our ESPP, provided that except in certain circumstances such amendment or termination may not materially impair any outstanding purchase rights without the holder's consent. We will obtain stockholder approval of any amendment to our ESPP, as required by applicable law or listing requirements.

### **Limitations on Liability and Indemnification Matters**

Upon the closing of this offering, our amended and restated certificate of incorporation will contain provisions that limit the liability of our current and former directors for monetary damages to the fullest extent permitted by Delaware law. Delaware law provides that directors of a corporation will not be personally liable for monetary damages for any breach of fiduciary duties as directors, except liability for:

- any breach of the director's duty of loyalty to the corporation or its stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the Delaware General Corporation Law; or
- any transaction from which the director derived an improper personal benefit.

These limitations of liability do not apply to liabilities arising under federal securities laws and does not affect the availability of equitable remedies such as injunctive relief or rescission.

Our amended and restated certificate of incorporation and our amended and restated bylaws that will be in effect upon the closing of this offering will provide that we are required to indemnify our directors to the fullest extent permitted by Delaware law. Our amended and restated bylaws will also provide that, upon satisfaction of certain conditions, we are required to advance expenses incurred by a director in advance of the final disposition of any action or proceeding, and 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 that capacity regardless of whether we would otherwise be permitted to indemnify him or her under the provisions of Delaware law. Our amended and restated bylaws will also provide our board of directors with discretion to indemnify our officers and employees when determined appropriate by the board.

We have entered into indemnification agreements with each of our directors and expect to enter into indemnification agreements with each of our executive officers prior to the closing of this offering. With certain exceptions, these agreements provide for indemnification for related expenses including, among other things, attorneys' fees, judgments, fines and settlement amounts incurred by any of these individuals in any action or proceeding. We believe that these bylaw provisions and indemnification agreements are necessary to attract and retain qualified persons as directors and executive officers. We also maintain customary directors' and officers' liability insurance.

The limitation of liability and indemnification provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against our directors for breach of their fiduciary duty. They may also reduce the likelihood of derivative litigation against our directors and officers, even though an action, if successful, might benefit us and other stockholders. Further, a stockholder's investment may be adversely affected to the extent that we



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[Table of Contents](#)

pay the costs of settlement and damage awards against directors and officers as required by these indemnification provisions. At present, there is no pending litigation or proceeding involving any of our directors, officers or employees for which indemnification is sought and we are not aware of any threatened litigation that may result in claims for indemnification.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, as amended (the Securities Act) may be permitted for our directors, executive officers or persons controlling us, we have been informed that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

**Rule 10b5-1 Sales Plans**

Our directors and executive officers may adopt written plans, known as Rule 10b5-1 plans, in which they will contract with a broker to buy or sell shares of our common stock on a periodic basis. Under a Rule 10b5-1 plan, a broker executes trades pursuant to parameters established by the director or officer when entering into the plan, without further direction from them. The director or officer may amend a Rule 10b5-1 plan in some circumstances and may terminate a plan at any time. Our directors and executive officers also may buy or sell additional shares outside of a Rule 10b5-1 plan when they are not in possession of material nonpublic information subject to compliance with the terms of our insider trading policy. Prior to 180 days after the date of this offering, subject to early termination, the sale of any shares under such plans would be prohibited by the lock-up agreement that the director or officer has entered into with the underwriters.

**CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS**

The following is a description of transactions since January 1, 2017 to which we have been a participant in which the amount involved exceeded or will exceed \$120,000, and in which any of our directors, executive officers or holders of more than 5% of our voting stock, or any members of their immediate family, had or will have a direct or indirect material interest, other than equity and other compensation, termination, change in control and other arrangements which are described under "Executive Compensation."

**Private Placements of Our Securities****Convertible Note Financings**

In October 2016, July 2017 and December 2018, we issued convertible promissory notes (the Convertible Notes) in the principal amounts of approximately \$1.0 million, \$1.6 million and \$2.5 million, respectively, to PureTech Health LLC (PureTech), a beneficial owner of greater than 5% of our voting stock and an affiliate of Bharatt Chowrira, a former member of our board of directors. The Convertible Notes accrued interest at an annual rate of 10%. The Convertible Notes, including approximately \$518,000 in accrued interest thereon, converted into shares of our Series A-2 preferred stock as described below.

**Series A-2 Preferred Stock Financing**

In February 2019, we entered into a preferred stock purchase agreement with certain investors, including beneficial owners of greater than 5% of our voting stock and affiliates of members of our board of directors, pursuant to which we issued and sold an aggregate of 62,819,866 shares of our Series A-2 preferred stock. The purchase price per share of Series A-2 preferred stock was \$0.40, and we received gross proceeds of approximately \$23.3 million, including the conversion of the Convertible Notes at a discounted purchase price per share of \$0.30.

Under the agreement, such investors were required to purchase up to an aggregate of 44,375,000 additional shares of our Series A-2 preferred stock upon our achievement of certain milestones or the determination by a specified threshold of investors to proceed with the milestone closing. In February 2020 we conducted the milestone closing and issued and sold to such investors an aggregate of 44,375,000 shares of Series A-2 preferred stock at a purchase price of \$0.40 per share for aggregate gross proceeds of \$17.8 million.

The table below sets forth the aggregate number of shares of Series A-2 preferred stock issued to our related parties:

<b>Name</b>	<b>Series A-2 Preferred Stock (#)</b>	<b>Aggregate Purchase Price (Including Conversion of Convertible Notes) (\$)</b>
5AM Ventures VI, L.P.(1)	45,000,000	18,000,000
Entities affiliated with RA Capital Healthcare Fund, L.P.(2)	30,500,000	12,200,000
PureTech Health LLC(3)	21,694,866	6,833,460
The Trustees of Columbia University in the City of New York(4)	1,250,000	500,000

(1) Kush Parmar, the chair of our board of directors, is one of the managing members of 5AM Partners VI, LLC, the general partner of 5AM Ventures VI, L.P. and, as a result, may be deemed to share voting and investment power with respect to the shares held by 5AM Ventures VI, L.P. 5AM Ventures VI, L.P. and its affiliates hold more than 5% of our voting stock prior to this offering.

(2) Joshua Resnick, a member of our board of directors, is a managing director at RA Capital Management. RA Capital Healthcare Fund, L.P. and its affiliates hold more than 5% of our voting stock prior to this offering.

## [Table of Contents](#)

- (3) Bharatt Chowrira, a former member of our board of directors, is the president and chief of business and strategy of PureTech Health LLC. PureTech Health LLC holds more than 5% of our voting stock prior to this offering.
- (4) The Trustees of Columbia University in the City of New York held more than 5% of our voting stock at the time of the Series A-2 preferred stock financing.

### **Series B Preferred Stock Financing**

In June 2020, we entered into a preferred stock purchase agreement with certain investors, including beneficial owners of greater than 5% of our voting stock and affiliates of members of our board of directors, pursuant to which we issued and sold to such investors an aggregate of 124,519,220 shares of our Series B preferred stock in June 2020 at a purchase price of \$0.52 per share for aggregate gross proceeds of \$64.7 million, and an aggregate of 87,259,605 additional shares of our Series B preferred stock in January 2021 at a purchase price of \$0.52 per shares for aggregate gross proceeds of \$45.4 million.

The table below sets forth the aggregate number of shares of Series B preferred stock issued to our related parties:

<b>Name</b>	<b>Series B Preferred Stock (#)</b>	<b>Aggregate Purchase Price (\$)</b>
Entities affiliated with RA Capital Healthcare Fund, L.P.(1)	76,923,076	40,000,000
Entities affiliated with FMR, LLC(2)	37,259,615	19,375,000
Entities affiliated with 5AM Ventures VI, L.P.(3)	38,461,536	19,999,999
PureTech Health LLC(4)	1,923,076	1,000,000

- (1) Joshua Resnick, a member of our board of directors, is a managing director at RA Capital Management. RA Capital Healthcare Fund, L.P. and its affiliates hold more than 5% of our voting stock prior to this offering.
- (2) Entities affiliated with FMR, LLC collectively hold more than 5% of our voting stock prior to this offering.
- (3) Kush Parmar, the chair of our board of directors, is one of the managing members of 5AM Partners VI, LLC, the general partner of 5AM Ventures VI, L.P., and is also one of the managing members of 5AM Opportunities I (GP), LLC, the general partner of 5AM Opportunities I, L.P., and, as a result, may be deemed to share voting and investment power with respect to the shares held by 5AM Ventures VI, L.P. and 5AM Opportunities I, L.P. 5AM Ventures VI, L.P. and 5AM Opportunities I, L.P. hold more than 5% of our voting stock prior to this offering.
- (4) Bharatt Chowrira, a former member of our board of directors, is the president and chief of business and strategy of PureTech Health LLC. PureTech Health LLC holds more than 5% of our voting stock prior to this offering.

### **Promissory Note with Robert Ang**

In September 2019, we entered into a limited recourse promissory note with Dr. Ang, our President and Chief Executive Officer, pursuant to which we loaned him the principal amount of \$497,920.10 to early exercise stock options. The note accrued interest at 1.5% compounding semi-annually and could be prepaid at any time without penalty. We forgave the principal amount and accrued interest under this promissory note in full in October 2020.

### **Consulting Agreement with Christopher Slapak Consulting LLC**

In July 2019, we entered into a consulting agreement with Christopher Slapak Consulting LLC, an entity wholly owned by Christopher Slapak, who is now our Chief Medical Officer. Pursuant to the consulting agreement, Dr. Slapak agreed to provide services related to the customary job functions of a chief medical officer. In July 2020, Dr. Slapak joined us as our full-time Chief Medical Officer, at which point the consulting agreement was terminated. During the length of the consulting agreement, we paid Christopher Slapak Consulting LLC an aggregate of \$0.44 million for consulting services and reimbursement of certain expenses.

### **License Agreement with Columbia University**

In April 2016, we entered into an exclusive license agreement with The Trustees of Columbia University in the City of New York (Columbia). In accordance with the terms of, and as partial consideration for, the license agreement, we issued 1,250,000 shares of our common stock to Columbia in April 2016, at which point Columbia became a holder of greater than 5% of our voting stock. The license agreement was subsequently amended in February 2019. See “Business—License Agreements—Exclusive License Agreement with Columbia University” for a description of the license agreement, including the fees, milestone payments and royalties payable thereunder.

### **Our Relationship with PureTech**

We were formed as a wholly owned subsidiary of PureTech in December 2015. PureTech provided certain services and shared costs from its consolidated businesses with us and paid certain expenses directly on our behalf pursuant to the terms of an intercompany services agreement until such agreement was terminated in February 2019. From January 1, 2017 through the termination of the intercompany services agreement, we paid PureTech an aggregate of \$3.2 million for such services.

### **Investors’ Rights, Voting and Right of First Refusal Agreements**

In connection with the sales of preferred stock described above, we entered into investors’ rights agreements, voting agreements and right of first refusal and co-sale agreements containing registration rights, information rights, information rights, voting rights and rights of first refusal, among other things, with the holders of our preferred stock, including entities affiliated with members of our board of directors and holders of greater than 5% of our voting stock. These agreements, as amended to date, will terminate upon the closing of this offering, except for the registration rights granted under our amended and restated investors’ rights agreement, as more fully described in the section of this prospectus titled “Description of Capital Stock—Registration Rights.”

### **Employment Arrangements**

We have entered into offer letter agreements with each of our executive officers. For more information regarding our employment agreements with our named executive officers, see “Executive Compensation—Offer Letters and Potential Payments and Benefits Upon Termination or Change in Control.”

### **Indemnification Agreements**

Our amended and restated certificate of incorporation that will be in effect upon the closing of this offering will contain provisions limiting the liability of directors, and our amended and restated bylaws will provide that we will indemnify each of our directors to the fullest extent permitted under Delaware law. Our amended and restated certificate of incorporation and amended and restated bylaws will also provide our board of directors with discretion to indemnify our officers and employees when determined appropriate by the board.

In addition, we have entered into indemnification agreements with each of our directors, and we expect to enter into indemnification agreements with each of our executive officers prior to the closing of this offering. For more information regarding these agreements, see “Executive Compensation—Limitations on Liability and Indemnification Matters.”

### **Related Person Transaction Policy**

Prior to this offering, we have not had a formal policy regarding approval of transactions with related parties. In connection with this offering, we have adopted a related person transaction policy

## [Table of Contents](#)

that sets forth our procedures for the identification, review, consideration and approval or ratification of related person transactions, which policy will become effective immediately upon the execution of the underwriting agreement for this offering. For purposes of our policy only, a related person transaction will be a transaction, arrangement or relationship, or any series of similar transactions, arrangements or relationships, in which we and any related person are, were or will be participants in which the amount involved exceeds \$120,000. Transactions involving compensation for services provided to us as an employee or director will not be covered by this policy. A related person will be any executive officer, director or beneficial owner of more than 5% of any class of our voting securities, including any of their immediate family members and any entity owned or controlled by such persons.

Under the policy, if a transaction has been identified as a related person transaction, including any transaction that was not a related person transaction when originally consummated or any transaction that was not initially identified as a related person transaction prior to consummation, our management must present information regarding the related person transaction to our audit committee, or, if audit committee approval would be inappropriate, to another independent body of our board of directors, for review, consideration and approval or ratification. The presentation must include a description of, among other things, the material facts, the interests, direct and indirect, of the related persons, the benefits to us of the transaction and whether the transaction is on terms that are comparable to the terms available to or from, as the case may be, an unrelated third party or to or from employees generally. Under the policy, we will collect information that we deem reasonably necessary from each director, executive officer and, to the extent feasible, significant stockholder to enable us to identify any existing or potential related-person transactions and to effectuate the terms of the policy. In addition, under our Code of Conduct that we expect to adopt prior to the closing of this offering, our employees and directors will have an affirmative responsibility to disclose any transaction or relationship that reasonably could be expected to give rise to a conflict of interest. In considering related person transactions, our audit committee, or other independent body of our board of directors, will take into account the relevant available facts and circumstances including:

- the risks, costs and benefits to us;
- the impact on a director's independence in the event that the related person is a director, immediate family member of a director or an entity with which a director is affiliated;
- the availability of other sources for comparable services or products; and
- the terms available to or from, as the case may be, unrelated third parties or to or from employees generally.

The policy will require that, in determining whether to approve, ratify or reject a related person transaction, our audit committee, or other independent body of our board of directors, must consider, in light of known circumstances, whether the transaction is in, or is not inconsistent with, our best interests and those of our stockholders, as our audit committee, or other independent body of our board of directors, determines in the good faith exercise of its discretion.

All of the transactions described in this section were entered into prior to the adoption of this policy. Although we have not had a written policy for the review and approval of transactions with related persons, our board of directors has historically reviewed and approved any transaction where a director or officer had a financial interest, including the transactions described above. Prior to approving such a transaction, the material facts as to a director's or officer's relationship or interest in the agreement or transaction were disclosed to our board of directors. Our board of directors took this information into account when evaluating the transaction and in determining whether such transaction was fair to us and in the best interest of all our stockholders.

## PRINCIPAL STOCKHOLDERS

The following table sets forth information as of January 15, 2021 regarding beneficial ownership of our capital stock by:

- each person, or group of affiliated persons, known by us to beneficially own more than 5% of our common stock;
- each of our directors;
- our named executive officer; and
- all of our current executive officers and directors as a group.

We have determined beneficial ownership in accordance with the rules of the SEC. Under these rules, beneficial ownership includes any shares of common stock as to which the individual or entity has sole or shared voting power or investment power. Applicable percentage ownership is based on 351,123,172 shares of common stock outstanding as of January 15, 2021 (which includes 5,144,811 shares of our common stock outstanding related to the early exercise of options that are subject to forfeiture or our right to repurchase as of such date and gives effect to the automatic conversion of all outstanding shares of our preferred stock into an aggregate of 338,973,691 shares of common stock). In computing the number of shares beneficially owned by an individual or entity and the percentage ownership of that person, shares of common stock subject to options held by such person that are currently exercisable or will become exercisable within 60 days of January 15, 2021 are considered outstanding, although these shares are not considered outstanding for purposes of computing the percentage ownership of any other person.

Unless noted otherwise, the address of all listed stockholders is c/o Vor Biopharma Inc., 100 Cambridgepark Drive, Suite 400, Cambridge, Massachusetts 02140.

Except as indicated by the footnotes below, we believe, based on information furnished to us, that each of the stockholders listed has sole voting and investment power with respect to the shares beneficially owned by the stockholder unless noted otherwise, subject to community property laws where applicable.

Name of Beneficial Owner	Number of Shares Beneficially Owned	Percentage of Shares Beneficially Owned	
		Before Offering	After Offering
<b>Greater than 5% stockholders</b>			
Entities affiliated with RA Capital Healthcare Fund, L.P.(1)	107,423,076	30.6%	%
Entities affiliated with 5AM Ventures VI, L.P.(2)	83,461,536	23.8	
PureTech Health LLC(3)	43,617,942	12.4	
Entities affiliated with FMR, LLC(4)	37,259,615	10.6	
<b>Named Executive Officer and Directors</b>			
Robert Ang, M.B.B.S.(5)	9,085,458	2.6	
Tirtha Chakraborty, Ph.D.(6)	686,060	*	
Christopher Slapak, M.D.(7)	1,171,291	*	
Kush Parmar, M.D., Ph.D.(2)	83,461,536	23.8	
Daniella Beckman(8)	70,034	*	
David C. Lubner(9)	70,034	*	
Sven (Bill) Ante Lundberg, M.D.(10)	435,111	*	
Matthew Patterson(11)	560,276	*	
Joshua Resnick, M.D.	-	-	
All current executive officers and directors as a group (11 persons)(12)	98,847,761	27.5	

## Table of Contents

- \* Represents beneficial ownership of less than one %.
- (1) Consists of (i) 22,637,875 shares of common stock issuable upon the conversion of shares of Series A-2 preferred stock held by RA Capital Healthcare Fund, L.P. (RA Healthcare); (ii) 3,812,500 shares of common stock issuable upon the conversion of shares of Series A-2 preferred stock held by RA Capital Nexus Fund, L.P. (Nexus Fund); (iii) 4,049,625 shares of common stock issuable upon the conversion of shares of Series A-2 preferred stock held by Blackwell Partners LLC–Series A (Blackwell); (iv) 51,464,036 shares of common stock issuable upon the conversion of shares of Series B preferred stock held by RA Healthcare; (v) 19,230,770 shares of common stock issuable upon the conversion of shares of Series B preferred stock held by Nexus Fund; and (vi) 6,288,270 shares of common stock issuable upon the conversion of shares of Series B preferred stock held by Blackwell. RA Capital Management, L.P. is the investment manager for RA Healthcare, Nexus Fund and Blackwell. The general partner of RA Capital Management, L.P. is RA Capital Management GP, LLC, of which Peter Kolchinsky and Rajeev Shah are the managing members. RA Capital Management, L.P., RA Capital Management GP, LLC, Peter Kolchinsky and Rajeev Shah may be deemed to have voting and investment power over the shares held of record by RA Healthcare, Nexus Fund and Blackwell. RA Capital Management, L.P., RA Capital Management GP, LLC, Peter Kolchinsky and Rajeev Shah disclaim beneficial ownership of such shares, except to the extent of any pecuniary interest therein. The address of the entities listed above is 200 Berkeley Street, 18th Floor, Boston, Massachusetts 02116.
  - (2) Consists of (i) 45,000,000 shares of common stock issuable upon the conversion of shares of Series A-2 preferred stock held by 5AM Ventures VI, L.P.; (ii) 19,230,768 shares of common stock issuable upon the conversion of shares of Series B preferred stock held by 5AM Ventures VI, L.P.; and (iii) 19,230,768 shares of common stock issuable upon the conversion of shares of Series B preferred stock held by 5AM Opportunities I, L.P. 5AM Partners VI, LLC is the general partner of 5AM Ventures VI, L.P. and may be deemed to have sole investment and voting power over the shares held by 5AM Ventures VI, L.P. Andrew Schwab and Kush Parmar are the managing members of 5AM Partners VI, LLC, and may be deemed to share voting and dispositive power over the shares held by 5AM Ventures VI, L.P. 5AM Opportunities I (GP), LLC is the general partner of 5AM Opportunities I, L.P. and may be deemed to have sole investment and voting power over the shares held by 5AM Opportunities I, L.P. Andrew Schwab and Kush Parmar are the managing members of 5AM Opportunities I (GP), LLC, and may be deemed to share voting and dispositive power over the shares held by 5AM Opportunities I, L.P. Dr. Parmar is also a member of our board of directors. The address of the above persons and entities is 501 2nd Street, Suite 350, San Francisco, California 94107.
  - (3) Consists of (i) 20,000,000 shares of common stock issuable upon the conversion of shares of Series A-1 preferred stock, (ii) 21,694,866 shares of common stock issuable upon the conversion of shares of Series A-2 preferred stock and (iii) 1,923,076 shares of common stock issuable upon the conversion of shares of Series B preferred stock. Voting and investment power over the shares held by PureTech Health LLC is exercised by its parent entity, PureTech Health plc. The board of directors of PureTech Health plc consists of Mr. Joichi Ito, Dr. Raju Kucherlapati, Dr. John LaMattina, Dr. Robert Langer, Dame Marjorie Scardino, Dr. Bennett Shapiro, Mr. Christopher Viehbacher, Ms. Daphne Zohar and Mr. Stephen Muniz. None of the members of the board of directors of PureTech Health plc or PureTech Health LLC has individual voting or investment power with respect to such shares. The address for PureTech Health LLC and the individuals listed above is c/o PureTech Health LLC, 6 Tide Street, Boston, Massachusetts 02210.
  - (4) Consists of (i) 5,769,231 shares of common stock issuable upon conversion of Series B preferred stock held by Fidelity Select Portfolios: Biotechnology Portfolio; (ii) 5,507,079 shares of common stock issuable upon conversion of Series B preferred stock held by Fidelity Mt. Vernon Street Trust: Fidelity Growth Company Fund; (iii) 1,251,355 shares of common stock issuable upon conversion of Series B preferred stock held by Fidelity Mt. Vernon Street Trust: Fidelity Series Growth Company Fund; (iv) 730,847 shares of common stock issuable upon conversion of Series B preferred stock held by Fidelity Mt. Vernon Street Trust: Fidelity Growth Company K6 Fund; (v) 5,972,257 shares of common stock issuable upon conversion of Series B preferred stock held by Fidelity Growth Company Commingled Pool; (vi) 4,998,076 shares of common stock issuable upon conversion of Series B preferred stock held by Fidelity Capital Trust: Fidelity Capital Appreciation Fund; (vii) 2,297,342 shares of common stock issuable upon conversion of Series B preferred stock held by Fidelity Hastings Street Trust: Fidelity Growth Discovery Fund; (viii) 3,438,619 shares of common stock issuable upon conversion of Series B preferred stock held by Fidelity Advisor Series I: Fidelity Advisor Equity Growth Fund; (ix) 952,039 shares of common stock issuable upon conversion of Series B preferred stock held by Fidelity Advisor Series I: Fidelity Advisor Series Equity Growth Fund; (x) 154,835 shares of common stock issuable upon conversion of Series B preferred stock held by Variable Insurance Products Fund III: Dynamic Capital Appreciation Portfolio; and (xi) 6,187,935 shares of common stock issuable upon conversion of Series B preferred stock held by Variable Insurance Products Fund: Growth Portfolio. These accounts are managed by direct or indirect subsidiaries of FMR LLC. Abigail P. Johnson is a director, the chair, the chief executive officer and the president of FMR LLC. Members of the Johnson family, including Abigail P. Johnson, are the predominant owners, directly or through trusts, of Series B voting common shares of FMR LLC, representing 49% of the voting power of FMR LLC. The Johnson family group and all other Series B shareholders of FMR LLC have entered into a shareholders' voting agreement under which all Series B voting common shares will be voted in accordance with the majority vote of Series B voting common shares. Accordingly, through their ownership of voting common shares and the execution of the shareholders' voting agreement, members of the Johnson family may be deemed, under the Investment Company Act of 1940, to form a controlling group with respect to FMR LLC. Neither FMR LLC nor Abigail P. Johnson has the sole power to vote or direct the voting of the shares owned directly by the various

## [Table of Contents](#)

investment companies registered under the Investment Company Act of 1940 (the Fidelity Funds) advised by Fidelity Management & Research Company, a wholly owned subsidiary of FMR LLC, which power resides with the Fidelity Funds' Boards of Trustees. Fidelity Management & Research Company carries out the voting of the shares under written guidelines established by the Fidelity Funds' Boards of Trustees. The business address for each person and entity named in this footnote is 245 Summer Street, Boston, Massachusetts 02110.

- (5) Consists of (i) 5,604,201 shares of common stock; and (ii) 3,481,257 shares of common stock issuable upon the exercise of outstanding options exercisable within 60 days of January 15, 2021.
- (6) Consists of (i) 48,076 shares of common stock issued upon the conversion of shares of Series B preferred stock; and (ii) 637,984 shares of common stock issuable upon the exercise of outstanding options exercisable within 60 days of January 15, 2021.
- (7) Consists of 1,171,291 shares of common stock issuable upon the exercise of outstanding options exercisable within 60 days of January 15, 2021.
- (8) Consists of 70,034 shares of common stock issuable upon the exercise of outstanding options exercisable within 60 days of January 15, 2021.
- (9) Consists of 70,034 shares of common stock issuable upon the exercise of outstanding options exercisable within 60 days of January 15, 2021.
- (10) Consists of (i) 400,276 shares of common stock; and (ii) 35,635 shares of common stock issuable upon the exercise of outstanding options exercisable within 60 days of January 15, 2021.
- (11) Consists of 560,276 shares of common stock.
- (12) Consists of (i) 6,914,753 shares of common stock; (ii) 45,000,000 shares of common stock issuable upon the conversion of shares of Series A-2 preferred stock; (iii) 38,557,688 shares of common stock issuable upon the conversion of shares of Series B preferred stock; and (iv) 8,015,320 shares of common stock issuable upon the exercise of outstanding options exercisable within 60 days of January 15, 2021.



## DESCRIPTION OF CAPITAL STOCK

*The following description of our capital stock, certain provisions of our amended and restated certificate of incorporation and amended and restated bylaws, as each will be in effect following the completion of this offering, and certain provisions of Delaware law are summaries. You should also refer to the amended and restated certificate of incorporation and the amended and restated bylaws, which are filed as exhibits to the registration statement of which this prospectus is part.*

### General

Upon the completion of this offering, our amended and restated certificate of incorporation will authorize us to issue up to shares of common stock, \$0.0001 par value per share, and shares of preferred stock, \$0.0001 par value per share, all of which shares of preferred stock will be undesignated. Our board of directors may establish the rights and preferences of the preferred stock from time to time.

As of January 15, 2021, there were outstanding 12,149,481 shares of our common stock (which includes 5,144,811 shares outstanding related to the early exercise of options that are subject to forfeiture or our right to repurchase as of such date), 20,000,000 shares of our Series A-1 preferred stock, 107,194,866 shares of our Series A-2 preferred stock and 211,778,825 shares of our Series B preferred stock. After giving effect to the conversion of all outstanding shares of our preferred stock into 338,973,691 shares of common stock in connection with the closing of this offering, there would have been 351,123,172 shares of common stock issued and outstanding, held by 37 stockholders of record.

### Common Stock

#### *Voting Rights*

Each holder of our common stock is entitled to one vote for each share on all matters submitted to a vote of the stockholders, including the election of directors. The affirmative vote of holders of at least 66 $\frac{2}{3}$ % of the voting power of all of the then-outstanding shares of capital stock, voting as a single class, will be required to amend certain provisions of our amended and restated certificate of incorporation, including provisions relating to amending our amended and restated bylaws, the classified board, the size of our board, removal of directors, director liability, vacancies on our board, special meetings, stockholder notices, actions by written consent and exclusive forum.

#### *Dividends*

Subject to preferences that may be applicable to any then-outstanding preferred stock, holders of common stock are entitled to receive ratably those dividends, if any, as may be declared from time to time by our board of directors out of legally available funds.

#### *Liquidation*

In the event of our liquidation, dissolution or winding up, holders of common stock will be entitled to share ratably in the net assets legally available for distribution to stockholders after the payment of all of our debts and other liabilities and the satisfaction of any liquidation preference granted to the holders of any then-outstanding shares of preferred stock.

#### *Rights, Preferences and Privileges*

Holders of common stock have no preemptive, conversion or subscription rights and there are no redemption or sinking fund provisions applicable to the common stock. The rights, preferences and privileges of the holders of common stock are subject to, and may be adversely affected by, the right of the holders of shares of any series of preferred stock that we may designate in the future.

## **Stock Options**

As of January 15, 2021, options to purchase an aggregate of 59,872,889 shares of common stock were outstanding at a weighted-average exercise price of \$0.17 per share. For additional information regarding the terms of our equity incentive plans, see “Executive Compensation—Equity Incentive Plans.”

## **Preferred Stock**

Following the closing of this offering, our board of directors will have the authority under our amended and restated certificate of incorporation, without further action by our stockholders, to issue up to \_\_\_\_\_ shares of preferred stock in one or more series, to establish from time to time the number of shares to be included in each such series, to fix the rights, preferences and privileges of the shares of each wholly unissued series and any qualifications, limitations or restrictions thereon, and to increase or decrease the number of shares of any such series, but not below the number of shares of such series then outstanding.

Our board of directors may authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of our common stock. The purpose of authorizing our board of directors to issue preferred stock and determine its rights and preferences is to eliminate delays associated with a stockholder vote on specific issuances. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deferring or preventing a change in control of us and may adversely affect the market price of our common stock and the voting and other rights of the holders of our common stock. It is not possible to state the actual effect of the issuance of any shares of preferred stock on the rights of holders of common stock until the board of directors determines the specific rights attached to that preferred stock.

We have no present plans to issue any shares of preferred stock following completion of this offering.

## **Registration Rights**

We and the holders of our existing preferred stock have entered into an amended and restated investors' rights agreement. The registration rights provisions of this agreement provide those holders with demand, piggyback and Form S-3 registration rights with respect to the shares of common stock currently held by them and issuable to them upon conversion of our preferred stock in connection with our initial public offering. An aggregate of \_\_\_\_\_ shares of common stock will be entitled to these registration rights. These shares are collectively referred to herein as registrable securities.

### ***Demand Registration Rights***

At any time beginning 180 days following the effective date of the registration statement of which this prospectus is a part, the holders of a majority of registrable securities then outstanding have the right to demand that we file a registration statement covering at least 40% of the registrable securities then outstanding (or a lesser percent if the aggregate offering price exceeds \$15.0 million net of certain selling expenses). We are obligated to effect at most two registrations in response to these demand registration rights. These demand registration rights are subject to specified conditions and limitations, including the right of the underwriters, if any, to limit the number of shares included in any such registration under specified circumstances. Upon such a request, we are required to effect the registration as soon as practicable, but in any event no later than 60 days after the receipt of such request.

### ***Piggyback Registration Rights***

If we propose to register any of our securities under the Securities Act either for our own account or for the account of other stockholders, the holders of registrable securities will each be entitled to notice of the registration and will be entitled to include their shares of common stock in the registration statement. These piggyback registration rights are subject to specified conditions and limitations, including the right of the underwriters to limit the number of shares included in any such registration under specified circumstances, and do not apply to a registration relating to any equity incentive plan, stock purchase or similar plan, a transaction under Rule 145 of the Securities Act, 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 or a registration related to common stock issued upon conversion of debt securities.

### ***Registration on Form S-3***

At any time after we become eligible to file a registration statement on Form S-3, the holders of at least 15% of the registrable securities then outstanding will be entitled to request to have such shares registered by us on a Form S-3 registration statement. These Form S-3 registration rights are subject to other specified conditions and limitations, including the condition that the anticipated aggregate offering price, net of certain selling expenses, is at least \$5.0 million. Upon receipt of this request, the holders of registrable securities will each be entitled to participate in this registration. We will not be required to effect such a registration if, within any twelve month period, we have already effected two registrations on Form S-3 for the holders of registrable securities.

### ***Expenses of Registration***

We are required to pay all expenses, including fees and expenses of one counsel to represent the selling stockholders, relating to any demand, piggyback or Form S-3 registration, other than underwriting discounts and commissions, stock transfer taxes and any additional fees of counsel for the selling stockholders, subject to specified conditions and limitations. We are not required to pay registration expenses if a demand registration request is withdrawn at the request of a majority of holders of registrable securities to be registered, unless holders of a majority of the registrable securities agree to forfeit their right to one demand registration.

The amended and restated investors' rights agreement contains customary cross-indemnification provisions, pursuant to which we are obligated to indemnify the selling stockholders in the event of material misstatements or omissions in the applicable registration statement attributable to us, and the selling stockholders are obligated to indemnify us for material misstatements or omissions in the registration statement attributable to them, subject to certain limitations.

### ***Termination of Registration Rights***

The registration rights granted under the investors' rights agreement will terminate with respect to any particular stockholder upon the earlier of (i) the closing of a deemed liquidation event, as defined in our certificate of incorporation; (ii) with respect to each stockholder, at such time such stockholder is able to sell all of its shares pursuant to Rule 144 or another similar exemption under the Securities Act during a three-month period without registration; and (iii) the fifth anniversary of the closing of this offering.

### ***Anti-Takeover Provisions***

#### ***Section 203 of the Delaware General Corporation Law***

We are subject to Section 203 of the Delaware General Corporation Law, which prohibits a Delaware corporation from engaging in any business combination with any interested stockholder for a

period of three years after the date that such stockholder became an interested stockholder, with the following exceptions:

- before such date, the board of directors of the corporation approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;
- upon completion of the transaction that 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 began, excluding for purposes of determining the voting stock outstanding, but not the outstanding voting stock owned by the interested stockholder, those shares owned (i) by persons who are directors and also officers and (ii) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- on or after such date, the business combination is approved by the board of directors and authorized at an annual or special meeting of the stockholders, and not by written consent, by the affirmative vote of at least 66 $\frac{2}{3}$ % of the outstanding voting stock that is not owned by the interested stockholder.

In general, Section 203 defines a “business combination” to include the following:

- any merger or consolidation involving the corporation or any direct or indirect majority-owned subsidiary of the corporation and the interested stockholder;
- any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving the interested stockholder (in one transaction or a series of transactions);
- subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation or by any direct or indirect majority-owned subsidiary of the corporation of any stock of the corporation or of such subsidiary to the interested stockholder;
- any transaction involving the corporation or any direct or indirect majority-owned subsidiary of the corporation that has the effect of increasing the proportionate share of the stock or any class or series of the corporation beneficially owned by the interested stockholder; or
- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits by or through the corporation.

In general, Section 203 defines an “interested stockholder” as an entity or person who, together with the person’s affiliates and associates, beneficially owns, or within three years prior to the time of determination of interested stockholder status did own, 15% or more of the outstanding voting stock of the corporation.

#### ***Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws***

Our amended and restated certificate of incorporation to be in effect upon the completion of this offering (the restated certificate) will provide for our board of directors to be divided into three classes with staggered three-year terms. Only one class of directors will be elected at each annual meeting of our stockholders, with the other classes continuing for the remainder of their respective three-year terms. Because our stockholders do not have cumulative voting rights, stockholders holding a majority of the shares of common stock outstanding will be able to elect all of our directors. Our restated certificate and our amended and restated bylaws to be effective upon the completion of this offering (the restated bylaws), will also provide that directors may be removed by the stockholders only for cause upon the vote of 66 $\frac{2}{3}$ % or more of our outstanding common stock. Furthermore, the authorized

## [Table of Contents](#)

number of directors may be changed only by resolution approved by a majority of the board of directors, and vacancies and newly created directorships on the board of directors may, except as otherwise required by law or determined by the board, only be filled by a majority vote of the directors then serving on the board, even though less than a quorum.

Under our restated certificate and restated bylaws our stockholders will not have cumulative voting rights. Because of this, the holders of a majority of the shares of common stock entitled to vote in any election of directors can elect all of the directors standing for election, if they should so choose.

Our restated certificate and restated bylaws will also provide that all stockholder actions must be effected at a duly called meeting of stockholders and will eliminate the right of stockholders to act by written consent without a meeting. Our restated bylaws will also provide that only the chair of our board, Chief Executive Officer or the board of directors pursuant to a resolution adopted by a majority of the total number of authorized directors may call a special meeting of stockholders.

Our restated bylaws will also provide that stockholders seeking to present proposals before a meeting of stockholders to nominate candidates for election as directors at a meeting of stockholders must provide timely advance notice in writing, and will specify requirements as to the form and content of a stockholder's notice.

Our restated certificate and restated bylaws will provide that the stockholders cannot amend many of the provisions described above except by a vote of 66 $\frac{2}{3}$ % or more of our outstanding common stock.

As described in "—Preferred Stock" above, our restated certificate will give our board of directors the authority, without further action by our stockholders, to issue up to \_\_\_\_\_ shares of preferred stock in one or more series, with any rights, preferences and privileges as they may designate, including the right to approve an acquisition or other change in control.

The combination of these provisions will make it more difficult for our existing stockholders to replace our board of directors as well as for another party to obtain control of us by replacing our board of directors. Since our board of directors has the power to retain and discharge our officers, these provisions could also make it more difficult for existing stockholders or another party to effect a change in management. In addition, the authorization of undesignated preferred stock makes it possible for our board of directors to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to change our control.

These provisions are intended to enhance the likelihood of continued stability in the composition of our board of directors and its policies and to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to reduce our vulnerability to hostile takeovers and to discourage certain tactics that may be used in proxy fights. However, such provisions could have the effect of discouraging others from making tender offers for our shares and may have the effect of delaying changes in our control or management. As a consequence, these provisions may also inhibit fluctuations in the market price of our stock that could result from actual or rumored takeover attempts. We believe that the benefits of these provisions, including increased protection of our potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure our company, outweigh the disadvantages of discouraging takeover proposals, because negotiation of takeover proposals could result in an improvement of their terms.

## **Choice of Forum**

Our amended and restated certificate of incorporation will provide that the Court of Chancery of the state of Delaware will be the exclusive forum for the following types of actions or proceedings under Delaware statutory or common law:

- any derivative action or proceeding brought on our behalf;
- any action asserting a breach of fiduciary duty;
- any action asserting a claim against us arising pursuant to the Delaware General Corporation Law, our restated certificate, or our amended and restated bylaws; or
- any action asserting a claim against us that is governed by the internal affairs doctrine.

The provision would not apply to suits brought to enforce a duty or liability created by the Exchange Act. Furthermore, Section 22 of the Securities Act creates concurrent jurisdiction for federal and state courts over all such Securities Act actions. Accordingly, both state and federal courts have jurisdiction to entertain such claims. To prevent having to litigate claims in multiple jurisdictions and the threat of inconsistent or contrary rulings by different courts, among other considerations, our amended and restated certificate of incorporation will also provide that unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act.

While the Delaware courts have determined that such choice of forum provisions are facially valid, a stockholder may nevertheless seek to bring a claim in a venue other than those designated in the exclusive forum provisions. In such instance, we would expect to vigorously assert the validity and enforceability of the exclusive forum provisions of our restated certificate of incorporation. This may require significant additional costs associated with resolving such action in other jurisdictions and there can be no assurance that the provisions will be enforced by a court in those other jurisdictions.

These exclusive forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, or other employees, which may discourage lawsuits against us and our directors, officers and other employees. If a court were to find either exclusive-forum provision in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur further significant additional costs associated with resolving the dispute in other jurisdictions, all of which could seriously harm our business.

Our amended and restated certificate of incorporation will further provide that the federal district courts of the United States of America will be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act, subject to and contingent upon a final adjudication in the State of Delaware of the enforceability of such exclusive forum provision.

## **Transfer Agent and Registrar**

Upon the closing of this offering, the transfer agent and registrar for our common stock will be Computershare Trust Company, N.A. The transfer agent's address is 150 Royall Street, Canton, Massachusetts 02021.

## **Listing**

We have applied for listing of our common stock on the Nasdaq Global Market under the trading symbol "VOR".

## SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, no public market existed for our common stock. 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 January 15, 2021, upon the closing of this offering and assuming no exercise of the underwriters' option to purchase additional shares and no outstanding options are exercised, \_\_\_\_\_ shares of common stock will be outstanding. All of the shares of common stock sold in this offering will be freely tradable without restrictions or further registration under the Securities Act, except for any shares sold to our "affiliates," as that term is defined under Rule 144 under the Securities Act. The remaining \_\_\_\_\_ shares of common stock held by existing stockholders are "restricted securities," as that term is defined in Rule 144 under the Securities Act. Restricted securities may be sold in the public market only if registered or if their resale qualifies for exemption from registration described below under Rule 144 promulgated under the Securities Act or another available exemption.

As a result of the lock-up agreements described below and the provisions of Rules 144 and 701 under the Securities Act, the shares of common stock that will be deemed restricted securities after this offering will be available for sale in the public market as follows:

- none of the existing shares will be eligible for immediate sale upon the completion of this offering; and
- \_\_\_\_\_ shares will be eligible for sale in the public market upon expiration of lock-up agreements 180 days after the date of this prospectus, subject in certain circumstances to the volume, manner of sale and other limitations under Rule 144 and Rule 701 under the Securities Act, which are summarized below.

### Rule 144

In general, non-affiliate persons who have beneficially owned restricted shares of our common stock for at least six months, and any affiliate of the company who owns either restricted or unrestricted shares of our common stock, are entitled to sell their securities without registration with the SEC under an exemption from registration provided by Rule 144 under the Securities Act.

### Non-Affiliates

Any person who is not deemed to have been one of our affiliates at the time of, or at any time during the three months preceding, a sale may sell an unlimited number of restricted securities under Rule 144 if:

- the restricted securities have been held for at least six months, including the holding period of any prior owner other than one of our affiliates (subject to certain exceptions);
- we have been subject to the Exchange Act periodic reporting requirements for at least 90 days before the sale; and
- we are current in our Exchange Act reporting at the time of sale.

## [Table of Contents](#)

Any person who is not deemed to have been an affiliate of ours at the time of, or at any time during the three months preceding, a sale and has held the restricted securities for at least one year, including the holding period of any prior owner other than one of our affiliates, will be entitled to sell an unlimited number of restricted securities without regard to the length of time we have been subject to Exchange Act periodic reporting or whether we are current in our Exchange Act reporting. Non-affiliate resales are not subject to the manner of sale, volume limitation or notice filing provisions of Rule 144.

### **Affiliates**

Persons seeking to sell restricted securities who are our affiliates at the time of, or any time during the three months preceding, a sale, would be subject to the restrictions described above. They are also subject to additional restrictions, by which such person would be required to comply with the manner of sale and notice provisions of Rule 144 and would be entitled to sell within any three-month period only that number of securities that does not exceed the greater of either of the following:

- 1% of the number of shares of our common stock then outstanding, which will equal approximately \_\_\_\_\_ shares immediately after the completion of this offering, assuming no exercise of the underwriters' option to purchase additional shares, based on the number of shares outstanding as of January 15, 2021; or
- the average weekly trading volume of our common stock on the stock exchange on which our shares are listed during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale.

Additionally, persons who are our affiliates at the time of, or any time during the three months preceding, a sale may sell unrestricted securities under the requirements of Rule 144 described above, without regard to the six-month holding period of Rule 144, which does not apply to sales of unrestricted securities.

### **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 in the section titled "Underwriting" and will become eligible for sale upon the expiration of the restrictions set forth in those agreements.

### **Form S-8 Registration Statements**

We intend to file one or more registration statements on Form S-8 under the Securities Act to register all shares of common stock subject to outstanding stock options and common stock issued or issuable under our equity plans. We expect to file the registration statement covering shares offered pursuant to our stock plans as soon as practicable after the closing of this offering, permitting the resale of such shares by non-affiliates in the public market without restriction under the Securities Act and the sale by affiliates in the public market, subject to compliance with the resale provisions of Rule 144 and expiration or release from the terms of the lock-up agreements described above.

### **Lock-Up Agreements**

We, our executive officers and directors and substantially all of the holders of our common stock outstanding on the date of this prospectus have entered into lock-up agreements with the underwriters



## [Table of Contents](#)

or otherwise agreed, subject to certain exceptions, that we and they will not, directly or indirectly, offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale, or otherwise dispose of or hedge any of our shares of common stock, any options or warrants to purchase shares of our common stock, or any securities convertible into, or exchangeable for or that represent the right to receive shares of our common stock, without the prior written consent of Goldman Sachs & Co. LLC, Evercore Group, L.L.C, Barclays Capital Inc. and Stifel, Nicolaus & Company, Incorporated for a period of 180 days from the date of this prospectus.

In addition to the restrictions contained in the lock-up agreements described above, we have entered into agreements with certain security holders, including the amended and restated investors' rights agreement and our standard form of award agreements under our 2015 Plan, that contain market stand-off provisions or incorporate market stand-off provisions from 2015 Plan imposing restrictions on the ability of such security holders to offer, sell or transfer our equity securities for a period of 180 days following the date of this prospectus.

### **Registration Rights**

Upon the closing of this offering, the holders of \_\_\_\_\_ shares of our common stock, including common stock issuable upon the conversion of our preferred stock, or their transferees, will be entitled to specified rights with respect to the registration of their registrable shares under the Securities Act, subject to certain limitations and the expiration, waiver or termination of the lock-up agreements. Registration of these shares under the Securities Act would result in the shares becoming freely tradable without restriction under the Securities Act immediately upon effectiveness of the registration. See "Description of Capital Stock—Registration Rights" for additional information.

## MATERIAL U.S. FEDERAL INCOME TAX CONSEQUENCES TO NON-U.S. HOLDERS

The following summary describes the material U.S. federal income tax consequences to Non-U.S. Holders (as defined below) of the acquisition, ownership and disposition of our common stock acquired in this offering. This discussion does not address all U.S. federal income tax consequences relevant to a Non-U.S. Holder's particular circumstances, including the impact of the alternative minimum tax, the special tax accounting rules under Section 451(b) of the Code, and the Medicare contribution tax on net investment income, and does not address non-U.S. or U.S. state and local consequences that may be relevant to Non-U.S. Holders in light of their particular circumstances, nor does it address U.S. federal tax consequences (such as gift and estate taxes) other than income taxes. Special rules different from those described below may apply to certain Non-U.S. Holders that are subject to special treatment under the Code, such as financial institutions, insurance companies, tax-exempt organizations, broker-dealers and traders in securities, U.S. expatriates, "controlled foreign corporations," "passive foreign investment companies," corporations that accumulate earnings to avoid U.S. federal income tax, corporations organized outside of the United States, any state thereof and the District of Columbia that are nonetheless treated as U.S. taxpayers for U.S. federal income tax purposes, persons that hold our common stock as part of a "straddle," "hedge," "conversion transaction," "synthetic security" or integrated investment or other risk reduction strategy, persons who acquire our common stock through the exercise of an option or otherwise as compensation, persons that hold more than 5% of our outstanding common stock, directly or indirectly during the applicable testing period, "qualified foreign pension funds" as defined in Section 897(l)(2) of the Code and entities all of the interests of which are held by one or more qualified foreign pension funds, partnerships and other pass-through entities or arrangements, and investors in such pass-through entities or arrangements. Non-U.S. Holders are urged to consult their tax advisors to determine the U.S. federal, state, local and other tax consequences that may be relevant to them. Furthermore, the discussion below is based upon the provisions of the U.S. Internal Revenue Code of 1986, as amended (the Code), and Treasury Regulations, rulings and judicial decisions thereunder as of the date hereof, and such authorities may be repealed, revoked or modified, perhaps retroactively, so as to result in U.S. federal income tax consequences different from those discussed below. We have not requested and will not request a ruling from the U.S. Internal Revenue Service (the IRS) with respect to the statements made and the conclusions reached in the following summary, and there can be no assurance that the IRS will agree with such statements and conclusions. This discussion assumes that the Non-U.S. Holder holds our common stock as a "capital asset" within the meaning of Section 1221 of the Code (generally, property held for investment).

If an entity or arrangement treated as a partnership for U.S. federal income tax purposes holds our common stock, the tax treatment of a partner in the partnership (or entity or arrangement treated as partnership for U.S. federal income tax purposes) will depend on the status of the partner, the activities of the partnership and certain determinations made at the partner level. Accordingly, partnerships holding our common stock and the partners in such partnerships should consult their tax advisors regarding the U.S. federal income tax consequences to them.

**THIS DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. PERSONS CONSIDERING THE PURCHASE OF OUR COMMON STOCK PURSUANT TO THIS OFFERING SHOULD CONSULT THEIR TAX ADVISORS CONCERNING THE U.S. FEDERAL INCOME, ESTATE AND OTHER TAX CONSEQUENCES OF ACQUIRING, OWNING AND DISPOSING OF OUR COMMON STOCK IN LIGHT OF THEIR PARTICULAR SITUATIONS AS WELL AS ANY CONSEQUENCES ARISING UNDER THE LAWS OF ANY OTHER TAXING JURISDICTION, INCLUDING ANY STATE, LOCAL OR NON-U.S. TAX CONSEQUENCES.**

For the purposes of this discussion, the term "Non-U.S. Holder" means, for U.S. federal income tax purposes, a beneficial owner of common stock that is not a partnership (or other entity or

## [Table of Contents](#)

arrangement treated as a partnership for U.S. federal income tax purposes regardless of its place of organization or formation) and is not, for U.S. federal income tax purposes, any of the following:

- an individual who is a citizen or resident of the United States;
- a corporation or other entity treated as a corporation for U.S. federal income tax purposes created or organized in or under the laws of the United States, any state thereof or the District of Columbia;
- an estate the income of which is subject to U.S. federal income taxation regardless of its source; or
- a trust if it (i) is subject to the primary supervision of a court within the United States and one or more U.S. persons have the authority to control all substantial decisions of the trust or (ii) has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

## **Distributions**

As discussed under “Dividend Policy” above, we do not anticipate declaring or paying any cash dividends to holders of our common stock in the foreseeable future. Distributions, if any, made on our common stock to a Non-U.S. Holder to the extent made out of our current or accumulated earnings and profits (as determined under U.S. federal income tax principles) generally will constitute dividends for U.S. federal income tax purposes. Amounts not treated as dividends for U.S. federal income tax purposes will constitute a return of capital and first be applied against and reduce a Non-U.S. Holder’s adjusted tax basis in its common stock, but not below zero. Any excess will be treated as capital gain and will be treated as described below under “—Sale or Other Taxable Disposition.”

Subject to the discussions below on effectively connected income, backup withholding and foreign accounts, dividends paid to a Non-U.S. Holder will be subject to U.S. federal withholding tax at a rate of 30% of the gross amount of the dividends (or such lower rate specified by an applicable income tax treaty, provided the Non-U.S. Holder furnishes a properly executed IRS Form W-8BEN (in the case of individuals) or W-8BEN-E (in the case of entities), or other appropriate form, certifying the Non-U.S. Holder’s entitlement to benefits under such income tax treaty). This certification must be provided to us or our paying agent prior to the payment of dividends and must be updated periodically. In the case of a Non-U.S. Holder that is an entity, Treasury Regulations and the relevant tax treaty provide rules to determine whether, for purposes of determining the applicability of a tax treaty, dividends will be treated as paid to the entity or to those holding an interest in that entity. If a Non-U.S. Holder holds stock through a financial institution or other agent acting on the Non-U.S. Holder’s behalf, the Non-U.S. Holder will be required to provide appropriate documentation to such agent. The Non-U.S. Holder’s agent will then be required to provide certification to us or our paying agent, either directly or through other intermediaries. If a Non-U.S. Holder is eligible for a reduced rate of U.S. federal withholding tax under an income tax treaty and does not timely file the required certification, the Non-U.S. Holder may be able to obtain a refund or credit of any excess amounts withheld by timely filing an appropriate claim for a refund with the IRS. Non-U.S. Holders should consult their tax advisors regarding their entitlement to benefits under any applicable income tax treaties.

If dividends paid to a Non-U.S. Holder are effectively connected with the Non-U.S. Holder’s conduct of a trade or business within the United States (and, if required by an applicable income tax treaty, the Non-U.S. Holder maintains a permanent establishment or fixed base in the United States to which such dividends are attributable), the Non-U.S. Holder will be exempt from the U.S. federal withholding tax described above if a properly executed IRS Form W-8ECI, stating that the dividends are effectively connected with the Non-U.S. Holder’s conduct of a trade or business within the United States, is furnished to us (or, if stock is held through a financial institution or other agent, to such agent). In general, such effectively connected dividends will be subject to U.S. federal income tax, on a

net-income basis at the regular rates applicable to U.S. residents. A corporate Non-U.S. Holder receiving effectively connected dividends may also be subject to an additional "branch profits tax," which is imposed, under certain circumstances, at a rate of 30% (or such lower rate as may be specified by an applicable income tax treaty) on the corporate Non-U.S. Holder's effectively connected earnings and profits, subject to certain adjustments. Non-U.S. Holders should consult their tax advisors regarding any applicable income tax treaties that may provide for different rules.

### **Sale or Other Taxable Disposition**

Subject to the discussions below regarding backup withholding and foreign accounts, a Non-U.S. Holder generally will not be subject to U.S. federal income tax with respect to gain realized on a sale or other disposition of our common stock unless:

- the gain is effectively connected with a trade or business of such Non-U.S. Holder in the United States (and, if required by an applicable income tax treaty, is attributable to a permanent establishment or fixed base that such holder maintains in the United States);
- the Non-U.S. Holder is a nonresident alien individual and is treated, for U.S. federal income tax purposes, as present in the United States for a period or periods aggregating to 183 or more days in the taxable year of the disposition and certain other conditions are met; or
- our common stock constitutes a "United States real property interest," or USRPI, by reason of our status as a "United States real property holding corporation," or USRPHC, within the meaning of Section 897(c)(2) of the Code, for U.S. federal income tax purposes.

In general, we would be a USRPHC if the fair market value of our U.S. real property assets equals or exceeds the fair market value of our worldwide real property assets and our other assets which are used or held for use in a trade or business. We believe that we have not been and we are not, and do not anticipate becoming, a USRPHC. Even if we are treated as a USRPHC, in general, gain realized by a Non-U.S. Holder on a disposition of our common stock will not be subject to U.S. federal income tax so long as (i) such Non-U.S. Holder owned, directly, indirectly and constructively, no more than 5% of our common stock at all times within the shorter of (x) the five-year period preceding such disposition or (y) such Non-U.S. Holder's holding period and (ii) our common stock is regularly traded on an established securities market as defined in applicable Treasury Regulations. . If we are determined to be a USRPHC and the foregoing exception does not apply, then a Non-U.S. Holder will be taxed on a disposition of our common stock, generally, in the manner as gain that is effectively connected with the conduct of a U.S. trade or business (subject to the provisions under an applicable income tax treaty), except that the branch profits tax generally will not apply.

A Non-U.S. Holder described in the first bullet point above generally will be subject to U.S. federal income tax on a net income basis at the regular rates, and corporate Non-U.S. Holders described in the first bullet point above may be subject to the additional branch profits tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty.

Gain described in second bullet point above will be subject to U.S. federal income tax at a flat 30% rate or such lower rate as may be specified by an applicable income tax treaty, which gain may be offset by certain U.S.-source capital losses (even though the Non-U.S. Holder 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.

Non-U.S. Holders should consult their tax advisors regarding any applicable tax treaties that may provide for different rules.

## **Information Reporting Requirements and Backup Withholding**

Generally, we must report information to the IRS with respect to any distributions we pay on our common stock (even if the payments are exempt from withholding and regardless of whether such payments constitute dividends), including the amount of any such distributions, the name and address of the recipient and the amount, if any, of tax withheld. A similar report is sent to the Non-U.S. Holder to whom any such distributions are paid. Pursuant to tax treaties or certain other agreements, the IRS may make its reports available to tax authorities of the country in which the Non-U.S. Holder's resides or is established.

Distributions paid by us (or our paying agents) to a Non-U.S. Holder may also be subject to U.S. backup withholding (currently at a rate of 24%). U.S. backup withholding generally will not apply to a Non-U.S. Holder who provides a properly executed IRS Form W-8BEN, IRS Form W-8BEN-E or IRS Form W-ECI (as applicable), or otherwise establishes an exemption. Notwithstanding the foregoing, backup withholding may apply if the payer has actual knowledge, or reason to know, that the holder is a U.S. person who is not an exempt recipient.

U.S. information reporting and backup withholding requirements generally will apply to the proceeds of a disposition of our common stock effected by or through a U.S. office of any broker, U.S. or foreign, except that information reporting and such requirements may be avoided if the Non-U.S. Holder provides a properly executed IRS Form W-8BEN or IRS Form W-8BEN-E or otherwise meets documentary evidence requirements for establishing non-U.S. person status or otherwise establishes an exemption. Generally, U.S. information reporting and backup withholding requirements 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 non-U.S. broker. Information reporting and backup withholding requirements may, however, apply to a payment of disposition proceeds if the broker has actual knowledge, or reason to know, that the holder is, in fact, a U.S. person. For information reporting purposes, certain brokers with substantial U.S. ownership or operations will generally be treated in a manner similar to U.S. brokers.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be credited against the tax liability of persons subject to backup withholding, provided that the required information is timely furnished to the IRS.

## **Foreign Accounts**

Sections 1471 through 1474 of the Code (commonly referred to as FATCA) impose a U.S. federal withholding tax of 30% on certain payments, including dividends paid on, and (subject to the proposed Treasury Regulations discussed below) the gross proceeds of a disposition of, our common stock paid to a non-U.S. financial institution (as specifically defined by applicable rules) unless such institution enters into an agreement with the U.S. government to withhold on certain payments and to collect and provide to the U.S. tax authorities substantial information regarding U.S. account holders of such institution (which includes certain equity holders of such institution, as well as certain account holders that are foreign entities with U.S. owners). FATCA also generally imposes a U.S. federal withholding tax of 30% on certain payments, including dividends paid on, and (subject to the proposed Treasury Regulations discussed below) the gross proceeds of a disposition of, our common stock to a non-financial non-U.S. entity unless such entity provides the withholding agent with either a certification that it does not have any substantial direct or indirect U.S. owners or provides information regarding substantial direct and indirect U.S. owners of the entity. An intergovernmental agreement between the United States and an applicable foreign country may modify those requirements. The withholding tax described above will not apply if the non-U.S. financial institution or non-financial non-U.S. entity otherwise qualifies for an exemption from the rules.

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[Table of Contents](#)

The withholding provisions described above currently apply to payments of dividends, and, subject to the proposed Treasury Regulations described below, to payments of gross proceeds from a sale or other disposition of common stock.

The U.S. Treasury Department released proposed Treasury Regulations which, if finalized in their present form, would eliminate the U.S. federal withholding tax of 30% applicable to the gross proceeds of a disposition of our common stock. In its preamble to such proposed Treasury Regulations, the U.S. Treasury Department stated that taxpayers, including withholding agents, may generally rely on the proposed Treasury Regulations until final Treasury Regulations are issued. Non-U.S. Holders are encouraged to consult with their tax advisors regarding the possible implications of FATCA on their investment in our common stock.

**EACH PROSPECTIVE INVESTOR SHOULD CONSULT ITS TAX ADVISOR REGARDING THE TAX CONSEQUENCES OF PURCHASING, HOLDING AND DISPOSING OF OUR COMMON STOCK, INCLUDING THE CONSEQUENCES OF ANY RECENT OR PROPOSED CHANGE IN APPLICABLE LAW.**

## UNDERWRITING

We and the underwriters named below have entered into an underwriting agreement with respect to the shares being offered. Subject to certain conditions, each underwriter has severally agreed to purchase the number of shares indicated in the following table. Goldman Sachs & Co. LLC, Evercore Group L.L.C., Barclays Capital Inc. and Stifel, Nicolaus & Company, Incorporated are the representatives of the underwriters.

<b>Underwriters</b>	<b>Number of Shares</b>
Goldman Sachs & Co. LLC	
Evercore Group, L.L.C	
Barclays Capital Inc.	
Stifel, Nicolaus & Company, Incorporated	
<b>Total</b>	

The underwriters are committed to take and pay for all of the shares being offered, if any are taken, other than the shares covered by the option described below unless and until this option is exercised.

The underwriters have an option to buy up to an additional \_\_\_\_\_ shares from us to cover sales by the underwriters of a greater number of shares than the total number set forth in the table above. They may exercise that option for 30 days. If any shares are purchased pursuant to this option, the underwriters will severally purchase shares in approximately the same proportion as set forth in the table above.

The following tables show the per share and total underwriting discounts and commissions to be paid to the underwriters by us. Such amounts are shown assuming both no exercise and full exercise of the underwriters' option to purchase \_\_\_\_\_ additional shares.

	<b>No Exercise</b>	<b>Full Exercise</b>
<b>Per Share</b>	<b>\$</b>	<b>\$</b>
<b>Total</b>	<b>\$</b>	<b>\$</b>

Shares sold by the underwriters to the public will initially be offered at the initial public offering price set forth on the cover of this prospectus. Any shares sold by the underwriters to securities dealers may be sold at a discount of up to \$ \_\_\_\_\_ per share from the initial public offering price. After the initial offering of the shares, the representatives may change the offering price and the other selling terms. The offering of the shares by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

We and our officers, directors, and holders of substantially all of our common stock have agreed with the underwriters, subject to certain exceptions, not to (i) offer, sell, contract to sell, pledge, grant any option to purchase, lend or otherwise dispose of any shares of common stock, or any options or warrants to purchase any shares of common stock, or any securities convertible into, exchangeable for or that represent the right to receive shares of common stock, whether now owned or later acquired; (ii) engage in any hedging or other transaction or arrangement (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) which is designed to or which reasonably could be expected to lead to or result in a sale, loan, pledge or other disposition, or transfer of any of the economic consequences of ownership, in whole or in part, directly or indirectly, of any shares of

## [Table of Contents](#)

common stocks or derivative instruments, whether any such transaction or arrangement would be settled by delivery of common stock or other securities, in cash or otherwise; or (iii) otherwise publicly announce any intention to engage in or cause any action or activity described above during the period from the date of this prospectus continuing through the date 180 days after the date of this prospectus, except with the prior written consent of the representatives. This agreement does not apply to any existing employee benefit plans. See “Shares Available for Future Sale” for a discussion of certain transfer restrictions.

The restrictions described in the immediately preceding paragraph do not apply to our directors, officers, equity holders or option holders with respect to transfers of common stock:

- as a bona fide gift or gift or as a charitable contribution, *provided* that the recipient agrees to be bound in writing by the same restrictions, no filing under Section 16(a) of the Exchange Act or other public announcement reporting a reduction in beneficial ownership is required or voluntarily made during the restricted period and the transfer does not involve a disposition for value;
- to any trust for the direct or indirect benefit of such person or such person's immediate family, or, if such person is a trust, to a beneficiary of the trust or to the estate of the beneficiary of such trust; *provided* that the recipient agrees to be bound in writing by the same restrictions, no filing under Section 16(a) of the Exchange Act or other public announcement reporting a reduction in beneficial ownership is required or voluntarily made during the restricted period and the transfer does not involve a disposition for value;
- in connection with the sale of common stock (i) acquired in the offering (other than company-directed shares acquired by one of our officers or directors) or (ii) acquired in open market transactions after the offering, *provided* that no filing under Section 16(a) of the Exchange Act or other public announcement reporting a reduction in beneficial ownership is required or voluntarily made during the restricted period;
- if such person is a corporation, partnership, limited liability company, trust or other business entity (i) to another corporation, partnership, limited liability company, trust or other business entity that is an affiliate (as defined in Rule 405 of the Securities Act of 1933, as amended) of such person, or to any investment fund or other entity controlled or managed by such person or affiliates of such person, or (ii) as part of a distribution, transfer or disposition without consideration by such person to its stockholders, partners, members, beneficiaries or other equity holders, *provided* that the recipient agrees to be bound in writing by the same restrictions and no filing under Section 16(a) of the Exchange Act or other public announcement reporting a reduction in beneficial ownership is required or voluntarily made during the restricted period;
- to us in connection with the exercise, vesting, exchange or settlement of options, warrants or other rights to acquire shares of common stock, including any security convertible into, exchangeable for or that represent the right to receive shares of common stock (including the vesting or settlement of restricted stock units and including, in each case, by way of net exercise and/or to cover withholding tax obligations in connection with such exercise, vesting, exchange or settlement) pursuant to an employee benefit plan, option, warrant or other right disclosed in the final prospectus for the offering, provided that any such shares issued upon exercise, vesting, exchange or settlement of such option, warrant, restricted stock unit or other right (in the case of a net exercise or tax withholding transaction, after giving effect to the settlement of such net exercise or tax withholding transaction) will be subject to the restrictions on transfer described here; provided that any filing under Section 16 of the Exchange Act reporting a change in beneficial ownership will indicate in the footnotes that the filing relates to the applicable circumstances described here, and no other public announcement is required or voluntarily made in connection with such transfer;



## [Table of Contents](#)

- by will or intestacy provided that no public filing, report or announcement will be voluntarily made and, if required, any public report or filing under Section 16 of the Exchange Act will indicate in the footnotes that the filing relates to the transfer of shares by will or intestacy, *provided further* that the recipient agrees to be bound in writing by the same restrictions, except where a court of competent jurisdiction requires such transfer or distribution be made without such a restriction, and the transfer does not involve a disposition for value;
- to any immediate family member of such person *provided* that the recipient agrees to be bound in writing by the same restrictions, no filing under Section 16(a) of the Exchange Act or other public announcement reporting a reduction in beneficial ownership is required or voluntarily made during the restricted period and the transfer does not involve a disposition for value;
- by operation of law or pursuant to a court order or a settlement agreement related to the distribution of assets in connection with the dissolution of a marriage, domestic partnership or civil union, provided that no public filing, report or announcement will be voluntarily made and, if required, any public report or filing under Section 16 of the Exchange Act will clearly indicate in the footnotes that the filing relates to the transfer of shares by operation of law or pursuant to a court order or a settlement agreement related to the distribution of assets in connection with the dissolution of a marriage, domestic partnership or civil union, *provided further* that the recipient agrees to be bound in writing by the same restrictions except where a court of competent jurisdiction requires such transfer or distribution be made without such a restriction;
- to us pursuant to agreements under which we have (i) the option to repurchase such securities or (ii) a right of first refusal with respect to transfers of such securities, in each case upon termination of service of such person; provided that any filing under Section 16 of the Exchange Act reporting a change in beneficial ownership shall indicate in the footnotes that the filing relates to the applicable circumstances described in this clause, and no other public announcement shall be required or will be made voluntarily in connection with such transfer;
- in connection with the conversion of outstanding shares of our preferred stock into common stock relating to this offering, or any reclassification or conversion of the common stock; provided that any common stock received upon such conversion or reclassification will be subject to the restrictions of this paragraph; and
- with the prior written consent of the representatives on behalf of the underwriters.

In certain circumstances, the release of shares of common stock from the lock-up restrictions described above will trigger a pro rata release of shares of common stock held by certain other holders.

Prior to the offering, there has been no public market for the shares. The initial public offering price has been negotiated among us and the representatives. Among the factors to be considered in determining the initial public offering price of the shares, in addition to prevailing market conditions, will be our historical performance, estimates of our business potential and earnings prospects, an assessment of our management and the consideration of the above factors in relation to market valuation of companies in related businesses.

We have applied to list our common stock on the Nasdaq Global Market under the symbol "Vor".

In connection with the offering, the underwriters may purchase and sell shares of common stock in the open market. These transactions may include short sales, stabilizing transactions and purchases to cover positions created by short sales. Short sales involve the sale by the underwriters of a greater number of shares than they are required to purchase in the offering, and a short position represents the amount of such sales that have not been covered by subsequent purchases. A "covered short

## [Table of Contents](#)

position" is a short position that is not greater than the amount of additional shares for which the underwriters' option described above may be exercised. The underwriters may cover any covered short position by either exercising their option to purchase additional shares or purchasing shares in the open market. In determining the source of shares to cover the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase additional shares pursuant to the option described above. "Naked" short sales are any short sales that create a short position greater than the amount of additional shares for which the option described above may be exercised. The underwriters must cover any such naked short position by purchasing shares in the open market. 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 after pricing that could adversely affect investors who purchase in the offering. Stabilizing transactions consist of various bids for or purchases of common stock made by the underwriters in the open market prior to the completion of the offering.

The underwriters may also impose a penalty bid. This occurs when a particular underwriter repays to the underwriters a portion of the underwriting discount received by it because the representatives have repurchased shares sold by or for the account of such underwriter in stabilizing or short covering transactions.

Purchases to cover a short position and stabilizing transactions, as well as other purchases by the underwriters for their own accounts, may have the effect of preventing or retarding a decline in the market price of our stock, and together with the imposition of the penalty bid, may stabilize, maintain or otherwise affect the market price of the common stock. As a result, the price of the common stock may be higher than the price that otherwise might exist in the open market. The underwriters are not required to engage in these activities and may end any of these activities at any time. These transactions may be effected on Nasdaq in the over-the-counter market or otherwise.

We estimate that the total expenses of this offering payable by us, including registration, filing and listing fees, printing fees and legal and accounting expenses, but excluding the underwriting discounts and commissions, will be 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 \$ .

We have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act.

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.

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 us (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**

### ***European Economic Area and the United Kingdom***

In relation to each Member State of the EEA and the United Kingdom (each, a “Relevant State”) an offer to the public of shares of our common stock may not be made in that Relevant State, except that an offer to the public of shares of our common stock in that Relevant State may be made at any time under the following exemptions under the Prospectus Regulation:

- (i) To any legal entity which is a qualified investor as defined in the Prospectus Regulation;
- (ii) To fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the representatives 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 of our common stock shall result in a requirement for the publication by us or any underwriter of a prospectus pursuant to Article 3 of the Prospectus Regulation or a prospectus supplement pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an “offer to the public” in relation to shares of our common stock in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and shares of our common stock to be offered so as to enable an investor to decide to purchase shares of our common stock, and the expression “Prospectus Regulation” means Regulation (EU) 2017/1129.

In addition, in the United Kingdom, this prospectus is only addressed to and directed at “qualified investors” (within the meaning of Section 86(7) of the Financial Services and Markets Act 2000 who are (i) persons who have professional experience in matter relating to investments falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “Order”); or (ii) high net worth entities falling within Article 49(2)(a) to (d) of the Order and other persons to whom it may lawfully be communicated, (all such persons together being referred to as “relevant persons”). Any investment or investment activity to which this prospectus relates is available only to relevant persons and will only be engaged with relevant persons. Any person who is not a relevant person should not act or rely on this prospectus or any of its contents.

This EEA and U.K. selling restriction is in addition to any other selling restrictions set out below.

### ***Canada***

The securities may be sold in Canada 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 securities 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 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.

### **Hong Kong**

The shares may not be offered or sold in Hong Kong by means of any document other than (i) in circumstances which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) (“Companies (Winding Up and Miscellaneous Provisions) Ordinance”) or which do not constitute an invitation to the public within the meaning of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) (“Securities and Futures Ordinance”); (ii) to “professional investors” as defined in the Securities and Futures Ordinance and any rules made thereunder; or (iii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance, and no advertisement, invitation, or document relating to the shares may be issued or may be in the possession of any person for the purpose of issue (in each case 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 in 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” in Hong Kong as defined in the Securities and Futures Ordinance and any rules made thereunder.

### **Singapore**

This prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. 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 Singapore other than (i) to an institutional investor (as defined under Section 4A of the Securities and Futures Act, Chapter 289 of Singapore (the “SFA”) under Section 274 of the SFA; (ii) 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 (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA, in each case subject to conditions set forth in the SFA.

Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is 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, the securities (as defined in Section 239(1) of the SFA) of that corporation shall not be transferable for 6 months after that corporation has acquired the shares under Section 275 of the SFA except: (i) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA); (ii) where such transfer arises from an offer in that corporation’s securities pursuant to Section 275(1A) of the SFA; (iii) where no consideration is or will be given for the transfer; (iv) where the transfer is by operation of law; (v) as specified in Section 276(7) of the SFA; or (vi) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore (“Regulation 32”).

Where the shares are subscribed or purchased under Section 275 of the SFA by a relevant person which is a trust (where the trustee is not an accredited investor (as defined in Section 4A of the SFA)) whose sole purpose is to hold investments and each beneficiary of the trust is an accredited

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## [Table of Contents](#)

investor, the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferable for 6 months after that trust has acquired the shares under Section 275 of the SFA except: (i) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA); (ii) where such transfer arises from an offer that is made on terms that such rights or interest are acquired at a consideration of not less than S\$200,000 (or its equivalent in a foreign currency) for each transaction (whether such amount is to be paid for in cash or by exchange of securities or other assets); (iii) where no consideration is or will be given for the transfer; (iv) where the transfer is by operation of law; (v) as specified in Section 276(7) of the SFA; or (vi) as specified in Regulation 32.

### **Japan**

The securities have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended), or the FIEA. The securities may not be offered or sold, directly or indirectly, in Japan or to or for the benefit of any resident of Japan (including any person resident in Japan or any corporation or other entity organized under the laws of Japan) or to others for reoffering or resale, directly or indirectly, in Japan or to or for the benefit of any resident of Japan, except pursuant to an exemption from the registration requirements of the FIEA and otherwise in compliance with any relevant laws and regulations of Japan.

## LEGAL MATTERS

The validity of the shares of common stock offered hereby will be passed upon for us by Cooley LLP, Boston, Massachusetts. Certain legal matters will be passed upon for the underwriters by Latham & Watkins LLP. As of the date of this prospectus, GC&H Investments, LLC and GC&H Investments, a California partnership, which are entities beneficially owned by current and former partners and associates of Cooley LLP, beneficially hold an aggregate of 961,536 shares of our common stock on an as-converted basis.

## EXPERTS

The financial statements of Vor Biopharma Inc. at December 31, 2018 and 2019, and for each of the two years in the period ended December 31, 2019, appearing in this prospectus and registration statement have been audited by Ernst & Young LLP, an independent registered public accounting firm, as set forth in their report thereon (which contains an explanatory paragraph describing conditions that raise substantial doubt about our ability to continue as a going concern as described in Note 1 to the financial statements) appearing elsewhere herein, and are included in reliance upon such report given on the authority of such firm 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 under the Securities Act with respect to the shares of common stock being offered by this prospectus. This prospectus, which constitutes part of the registration statement, does not contain all of the information in the registration statement and its exhibits. For further information with respect to our company and the common stock offered by this prospectus, we refer you to the registration statement and its exhibits. Statements contained in this prospectus as to the contents of any contract or any other document referred to are not necessarily complete, and in each instance, we refer you to the copy of the contract or other document filed as an exhibit to the registration statement. Each of these statements is qualified in all respects by this reference.

You can read our SEC filings, including the registration statement, over the internet at the SEC's website at [www.sec.gov](http://www.sec.gov). Upon the closing of this offering, we will be subject to the information reporting requirements of the Exchange Act, and we will file reports, proxy statements and other information with the SEC. These reports, proxy statements and other information will be available at [www.sec.gov](http://www.sec.gov).

We also maintain a website at [www.vorbio.com](http://www.vorbio.com), at which you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. The information contained in, or that can be accessed through, our website is not part of, and is not incorporated into, this prospectus, and the inclusion of our website address in this prospectus is only as an inactive textual reference.

VOR BIOPHARMA INC.  
INDEX TO FINANCIAL STATEMENTS

**Audited Financial Statements:**

<a href="#">Report of Independent Registered Public Accounting Firm</a>	F-2
<a href="#">Balance Sheets</a>	F-3
<a href="#">Statements of Operations and Comprehensive Loss</a>	F-4
<a href="#">Statements of Redeemable Convertible Preferred Stock and Stockholders' Deficit</a>	F-5
<a href="#">Statements of Cash Flows</a>	F-6
<a href="#">Notes to Financial Statements</a>	F-7

**Unaudited Interim Condensed Financial Statements:**

<a href="#">Condensed Balance Sheets</a>	F-32
<a href="#">Condensed Statements of Operations and Comprehensive Loss</a>	F-33
<a href="#">Condensed Statements of Redeemable Convertible Preferred Stock and Stockholders' Deficit</a>	F-34
<a href="#">Condensed Statements of Cash Flows</a>	F-35
<a href="#">Notes to Condensed Financial Statements</a>	F-36

## REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Vor Biopharma Inc.

### ***Opinion on the Financial Statements***

We have audited the accompanying balance sheets of Vor Biopharma Inc. (the Company) as of December 31, 2019 and 2018, and the related statements of operations and comprehensive loss, redeemable convertible preferred stock and stockholders' deficit and cash flows for the years then ended and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2019 and 2018, and the results of its operations and its cash flows for the years then ended, in conformity with U.S. generally accepted accounting principles.

### ***The Company's Ability to Continue as a Going Concern***

The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the financial statements, the Company has suffered recurring losses from operations, has limited financial resources, and has stated that substantial doubt exists about the Company's ability to continue as a going concern. Management's evaluation of the events and conditions and management's plans regarding these matters are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

### ***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. 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 2020  
Boston, Massachusetts  
November 6, 2020



**VOR BIOPHARMA INC.  
BALANCE SHEETS**

(in thousands, except share and per share amounts)	December 31,	
	2018	2019
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 929	\$ 6,466
Prepaid expenses	7	868
Other current assets	—	205
Total current assets	936	7,539
Restricted cash	—	1,559
Property and equipment, net	71	728
<b>Total assets</b>	<b>\$ 1,007</b>	<b>\$ 9,826</b>
<b>Liabilities, Redeemable Convertible Preferred Stock and Stockholders' Deficit</b>		
Current liabilities:		
Accounts payable	\$ 38	\$ 693
Accrued expenses	111	938
Due to related party	827	—
Convertible notes—related party	4,459	—
Accrued interest—convertible notes	466	—
Derivative liabilities	1,873	—
Other current liabilities	—	555
Total current liabilities	7,774	2,186
Total liabilities	7,774	2,186
Commitments and Contingencies (Note 12)		
Series A-1 redeemable convertible preferred stock, \$0.0001 par value; 20,000,000 shares authorized, issued, and outstanding as of December 31, 2018 and 2019 (liquidation preference of \$4,000 as of December 31, 2018 and 2019)	2	2
Series A-2 redeemable convertible preferred stock, \$0.0001 par value; 0 and 107,194,866 shares authorized as of December 31, 2018 and 2019, respectively; 0 and 62,819,866 shares issued and outstanding as of December 31, 2018 and 2019, respectively (liquidation preference of \$25,128 as of December 31, 2019)	—	25,067
Stockholders' deficit:		
Common stock, \$0.0001 par value; 25,000,000 and 161,000,000 shares authorized as of December 31, 2018 and 2019, respectively; 1,462,500 and 7,185,727 shares issued and 1,454,687 and 1,631,301 outstanding as of December 31, 2018 and 2019, respectively	—	—
Additional paid-in capital	279	458
Accumulated deficit	(7,048)	(17,887)
Total stockholders' deficit	(6,769)	(17,429)
<b>Total liabilities, redeemable convertible preferred stock and stockholders' deficit</b>	<b>\$ 1,007</b>	<b>\$ 9,826</b>

*The accompanying notes are an integral part of these financial statements*

**VOR BIOPHARMA INC.**  
**STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS**

(in thousands, except share and per share amounts)	Year Ended December 31,	
	2018	2019
Operating expenses:		
Research and development	\$ 2,433	\$ 6,200
General and administrative	427	4,217
Total operating expenses	2,860	10,417
Loss from operations	(2,860)	(10,417)
Other income (expense):		
Interest income	—	154
Interest expense related to convertible notes	(1,003)	(608)
Change in fair value of derivative liabilities	(289)	32
Total other income (expense)	(1,292)	(422)
Net loss and comprehensive loss	\$ (4,152)	\$ (10,839)
Cumulative dividends on redeemable convertible preferred stock	—	(1,773)
Net loss attributable to common stockholders	\$ (4,152)	\$ (12,612)
Net loss per share attributable to common stockholders, basic and diluted	\$ (3.48)	\$ (8.07)
Weighted-average common shares outstanding, basic and diluted	1,193,813	1,563,590
Pro forma net loss per share attributable to common stockholders, basic and diluted (unaudited)		\$ (0.14)
Pro forma weighted-average common shares outstanding, basic and diluted (unaudited)		76,982,759

*The accompanying notes are an integral part of these financial statements*

**VOR BIOPHARMA INC.**  
**STATEMENTS OF REDEEMABLE CONVERTIBLE PREFERRED STOCK AND**  
**STOCKHOLDERS' DEFICIT**

(in thousands, except share amounts)	Series A-1 Preferred Stock		Series A-2 Preferred Stock		Common Stock		Additional Paid-In Capital	Accumulated Deficit	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount	Shares	Amount			
<b>Balance, December 31, 2017</b>	20,000,000	\$ 2	—	\$ —	875,000	\$ —	\$ 163	\$ (2,896)	\$ (2,733)
Issuance of common stock upon exercise of stock options	—	—	—	—	150,000	—	—	—	—
Vesting of restricted shares	—	—	—	—	429,687	—	—	—	—
Stock-based compensation expense	—	—	—	—	—	—	116	—	116
Net loss	—	—	—	—	—	—	—	(4,152)	(4,152)
<b>Balance, December 31, 2018</b>	20,000,000	\$ 2	—	\$ —	1,454,687	\$ —	\$ 279	\$ (7,048)	\$ (6,769)
Issuance of Series A-2 Redeemable Convertible Preferred Stock	—	—	44,375,000	17,692	—	—	—	—	—
Conversion of convertible notes to Series A-2 Redeemable Convertible Preferred Stock	—	—	18,444,866	7,375	—	—	—	—	—
Issuance of common stock upon exercise of stock options	—	—	—	—	168,801	—	7	—	7
Vesting of restricted shares	—	—	—	—	7,813	—	—	—	—
Stock-based compensation expense	—	—	—	—	—	—	172	—	172
Net loss	—	—	—	—	—	—	—	(10,839)	(10,839)
<b>Balance, December 31, 2019</b>	<u>20,000,000</u>	<u>\$ 2</u>	<u>62,819,866</u>	<u>\$ 25,067</u>	<u>1,631,301</u>	<u>\$ —</u>	<u>\$ 458</u>	<u>\$ (17,887)</u>	<u>\$ (17,429)</u>

*The accompanying notes are an integral part of these financial statements*

**VOR BIOPHARMA INC.  
STATEMENTS OF CASH FLOWS**

(in thousands)	Year Ended December 31,	
	2018	2019
<b>Cash flows from operating activities</b>		
Net loss	\$ (4,152)	\$ (10,839)
Adjustments to reconcile net loss to net cash used in operations:		
Depreciation expense	20	91
Change in fair value of derivative liabilities	289	(32)
Non-cash interest expense	1,003	608
Stock-based compensation	116	172
Changes in operating assets and liabilities:		
Prepaid expenses and other current assets	(2)	(1,067)
Accounts payable and accrued expenses	65	1,212
Net cash used in operating activities	<u>(2,661)</u>	<u>(9,855)</u>
<b>Cash flow from investing activities</b>		
Purchases of property and equipment	—	(748)
Net cash used in investing activities	<u>—</u>	<u>(748)</u>
<b>Cash flow from financing activities</b>		
Proceeds from issuance of convertible notes—related party	2,464	—
Proceeds from issuance of redeemable convertible preferred stock	—	17,692
Proceeds from stock option exercises	—	7
Net cash provided by financing activities	<u>2,464</u>	<u>17,699</u>
Net (decrease) increase in cash, cash equivalents and restricted cash	(197)	7,096
Cash, cash equivalents and restricted cash, beginning of period	1,126	929
Cash, cash equivalents and restricted cash, end of period	<u>\$ 929</u>	<u>\$ 8,025</u>
<b>Supplemental disclosure of non-cash activities</b>		
Conversion of notes payable and accrued interest into convertible preferred stock	<u>\$ —</u>	<u>\$ 7,375</u>

A reconciliation of the cash, cash equivalents and restricted cash reported within the balance sheets that sum to the total of the same amounts shown in the statements of cash flows is as follows:

(in thousands)	Year Ended December 31,	
	2018	2019
Cash and cash equivalents	\$ 929	\$ 6,466
Restricted cash	—	1,559
Total cash, cash equivalents and restricted cash as shown on the statements of cash flows	<u>\$ 929</u>	<u>\$ 8,025</u>

*The accompanying notes are an integral part of these financial statements*

**VOR BIOPHARMA INC.  
NOTES TO FINANCIAL STATEMENTS**

**1. Nature of the Business**

Vor Biopharma Inc. (the “Company” or “Vor”) is a clinical-stage cell therapy company that combines a novel patient engineering approach with targeted therapies to provide a single company solution for patients suffering from hematological malignancies. The Company’s proprietary platform leverages its expertise in hematopoietic stem cell (“HSC”) biology, genome engineering and targeted therapy development to genetically modify HSCs to remove surface targets expressed by cancer cells. Vor is headquartered in Cambridge, Massachusetts. The Company was incorporated on December 30, 2015 as a wholly owned subsidiary of PureTech Health LLC (“PureTech”).

**Risks and Uncertainties**

The Company is subject to a number of risks common to development stage companies in the biotechnology industry, including, but not limited to, risks of failure of preclinical studies and clinical trials, dependence on key personnel, protection of proprietary technology, reliance on third party organizations, risks of obtaining regulatory approval for any product candidate that it may develop, development by competitors of technological innovations, compliance with government regulations, the impact of the COVID-19 pandemic, and the need to obtain additional financing.

**Going Concern**

In accordance with Accounting Standards Update (“ASU”) 2014-15, *Disclosure of Uncertainties About an Entity’s Ability to Continue as a Going Concern (Subtopic 205-40)*, the Company has evaluated whether there are conditions and events that raise substantial doubt about the Company’s ability to continue as a going concern within one year after the date the financial statements are issued.

The accompanying financial statements have been prepared on a going-concern basis, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. Since its inception, the Company has primarily funded its operations with proceeds from the issuance of redeemable convertible preferred stock and convertible notes. The Company has incurred recurring losses and negative cash flows from operations since inception. As of December 31, 2019, the Company had an accumulated deficit of \$17.9 million. The Company expects its operating losses and negative operating cash flows to continue into the foreseeable future. There can be no assurance that the Company will ever earn revenues or achieve profitability, or if achieved, that the revenues or profitability will be sustained on a continuing basis. In addition, the Company’s manufacturing, preclinical and clinical development activities as well as the commercialization of the Company’s product candidates, if approved, will require significant additional financing.

As of the issuance date of these financial statements, the Company expects that its existing cash as of December 31, 2019, together with the \$17.8 million from the Series A-2 redeemable convertible preferred stock milestone closing, which was received in February 2020, and the \$64.7 million from the Series B redeemable convertible preferred stock issuance in June 2020, will not be sufficient to fund the Company’s operating expenses and capital expenditure requirements required to continue its development activities for at least twelve months from the date of issuance of these financial statements, and therefore there is substantial doubt regarding the Company’s ability to continue as a going concern. The Company plans to obtain additional funding through equity financings, debt financings, an initial public offering of the Company’s common stock or other capital sources. The terms of any financing may adversely impact the holdings or the rights of the Company’s stockholders.

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

**VOR BIOPHARMA INC.  
NOTES TO FINANCIAL STATEMENTS**

operations, if at all. If the Company is unable to obtain funding, the Company could be forced to delay, reduce or eliminate some or all of its research and development programs, which could adversely affect its business and the Company may be unable to continue operations.

## **2. Summary of Significant Accounting Policies**

### ***Basis of Presentation***

The accompanying financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America ("GAAP") and include all adjustments necessary for the fair presentation of the Company's financial position and results of its operations for the periods presented. Any reference in these notes to applicable guidance is meant to refer to the authoritative GAAP as found in the Accounting Standards Codification ("ASC") and ASU of the Financial Accounting Standards Board ("FASB").

As noted above, the Company was wholly owned by PureTech. Prior to February 12, 2019, PureTech provided certain services and shared costs from its consolidated businesses with the Company as part of a formal intercompany services agreement. During 2018 and through February 12, 2019, costs have been allocated to the Company for the purposes of preparing the financial statements based on a specific identification basis or, when specific identification is not practicable, a proportional cost allocation method which allocates expenses based upon the percentage of employee time and research and development effort expended on the Company's business as compared to total employee time and research and development incurred by PureTech. The proportional use basis adopted to allocate shared costs is in accordance with the guidance of SEC Staff Accounting Bulletin ("SAB") Topic 1B, *Allocation Of Expenses And Related Disclosure In Financial Statements Of Subsidiaries, Divisions Or Lesser Business Components Of Another Entity*. Management has determined that the method of allocating costs to the Company is reasonable. Cost allocation was no longer required subsequent to February 12, 2019, when PureTech no longer controlled the Company and it began standalone operations.

Management believes that the statements of operations include a reasonable allocation of costs and expenses incurred by PureTech, which benefited the Company. However, such amounts may not be indicative of the actual level of costs and expenses that would have been incurred by the Company if it had operated as an independent company or of the costs and expenses expected to be incurred in the future. Management has not presented an estimate of what the expenses of the Company would have been on a standalone basis as it was not practicable to make a reasonable estimate. As such, the financial information herein may not necessarily reflect the financial position, results of operations and cash flows of the Company expected in the future or what it would have been had it been an independent company during the periods presented.

### ***Use of Estimates***

The preparation of financial statements in conformity with GAAP requires the Company's management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amount of expenses during the reporting period. Actual results could differ from those estimates. Management considers many factors in selecting appropriate financial accounting policies in developing the estimates and assumptions that are used in the preparation of the financial statements. Management must apply significant judgment in this process. Management's estimation process often may yield a range of potentially reasonable

**VOR BIOPHARMA INC.  
NOTES TO FINANCIAL STATEMENTS**

estimates and management must select an amount that falls within that range of reasonable estimates. Estimates are used in the following areas, among others: estimating the fair value of the Company's common stock; fair value of derivative liabilities; stock-based compensation expense; accrued expenses; research and development expenses; and income taxes.

**Segments**

Operating segments are defined as components of an enterprise for which separate and discrete information is available for evaluation by the chief operating decision-maker in deciding how to allocate resources and assess performance. The Company has one operating segment. The Company's chief operating decision maker, its Chief Executive Officer, manages the Company's operations on an aggregate basis for the purpose of allocating resources. All of the Company's long-lived assets are held in the United States.

**Foreign Currency Transaction Gains or Losses**

Transactions denominated in foreign currencies are recorded in U.S. dollars on the date of those transactions. Adjustments arising from foreign currency transactions between the purchase and the settlement dates are reflected in the statement of operations and comprehensive loss as a component of operating expenses.

**Cash and Cash Equivalents**

The Company considers investments purchased with an original maturity date of ninety days or less from the date of purchase to be cash equivalents. Cash and cash equivalents include cash held in banks and amounts held in money market funds. Cash equivalents are stated at cost, which approximates market value.

**Deferred Offering Costs**

The Company capitalizes certain legal, professional, accounting and other third-party fees that are directly associated with in-process equity issuances as deferred offering costs until such equity issuances are consummated. After consummation of the equity issuance, these costs are recorded as a reduction in the capitalized amount associated with the equity issuance. Should the equity issuance be abandoned, the deferred offering costs will be expensed immediately as a charge to operating expenses in the statements of operations and comprehensive loss. The Company did not capitalize any deferred offering costs as of December 31, 2018 and 2019.

**Restricted Cash**

The Company had \$1.6 million of restricted cash in the form of a letter of credit related to a lease at December 31, 2019. The Company had no restricted cash at December 31, 2018.

**Comprehensive loss**

Comprehensive loss includes net loss, as well as other changes in stockholders' deficit that result from transactions and economic events other than those with stockholders. The Company's comprehensive loss was equal to net loss for the years ended December 31, 2018 and 2019.

**VOR BIOPHARMA INC.  
NOTES TO FINANCIAL STATEMENTS**

***Preferred Stock***

The Company applies the guidance enumerated in FASB ASC Topic 480, *Distinguishing Liabilities from Equity* ("ASC 480"), when determining the classification and measurement of its preferred stock. Preferred stock subject to mandatory redemption (if any) are classified as liability instruments and are measured at fair value. The Company classifies conditionally redeemable preferred stock (if any), which includes preferred stock that features redemption rights that are either within the control of the holder or subject to redemption upon the occurrence of uncertain events not solely within the Company's control, as temporary equity. At all other times, the Company classifies its preferred stock in stockholders' equity.

***Concentrations of Credit Risk***

Financial instruments that potentially expose the Company to concentrations of credit risk consist primarily of cash and cash equivalents. Periodically, the Company maintains deposits in accredited financial institutions in excess of federally insured limits. The Company deposits its cash in financial institutions that it believes have high credit quality and has not experienced any losses on such accounts and does not believe it is exposed to any unusual credit risk beyond the normal credit risk associated with commercial banking relationships.

***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 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 that are significant to determining the fair value of the assets or liabilities, including pricing models, discounted cash flow methodologies and similar techniques.

To the extent that the valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. Accordingly, the degree of judgment exercised by the Company in determining fair value is greatest for instruments categorized in Level 3. A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement.

Financial instruments consist of cash and cash equivalents, restricted cash, accounts payable and accrued expenses. These financial instruments are stated at their respective historical carrying values which approximate fair value due to their short-term nature.



**VOR BIOPHARMA INC.**  
**NOTES TO FINANCIAL STATEMENTS**

**Derivative Instruments**

The Company recognizes all derivative instruments as either assets or liabilities in the balance sheet at their respective fair values. The Company evaluates its debt and equity issuances to determine if those contracts or embedded components of those contracts qualify as derivatives requiring separate recognition in the Company's financial statements. The result of this accounting treatment is that the fair value of the embedded derivative is revalued as of each reporting date and recorded as a derivative liability, and the change in fair value during the reporting period is recorded in change in fair value of derivative liabilities in the statements of operations. In circumstances where the embedded conversion option in a convertible instrument is required to be bifurcated and there are also other embedded derivative instruments in the convertible instrument that are required to be bifurcated, the bifurcated derivative instruments are accounted for as a single, compound derivative instrument. The classification of derivative instruments, including whether such instruments should be recorded as liabilities or as equity, is reassessed at the end of each reporting period. Derivative instrument liabilities are classified in the balance sheet as current or non-current based on whether or not net-cash settlement of the derivative instrument is expected within twelve months of the balance sheet date.

**Convertible Notes- Related Party**

The Company accounts for its convertible notes using an amortized cost model. Debt issuance costs and the initial fair value of bifurcated compound derivatives reduce the initial carrying amount of the convertible notes. The carrying value is accreted to the stated principal amount at the expected conversion date using the effective-interest method with a corresponding charge to interest expense. Debt discounts are presented on the balance sheet as a direct deduction from the carrying amount of that related debt.

**Property and Equipment, Net**

Property and equipment, net is recorded at cost less accumulated depreciation. Depreciation expense is recorded using the straight-line method over the estimated useful life of the related asset, which are as follows:

	<u>Estimated Useful Life</u>
Laboratory equipment	5 years
Furniture and equipment	5 years
Leasehold improvements	Shorter of remaining lease term or useful life

Purchased assets that are not yet in service are recorded to construction-in-process and no depreciation expense is recorded. Once they are placed in service, they are reclassified to the appropriate asset class. When assets are retired or otherwise disposed of, the assets and related accumulated depreciation are eliminated from the accounts and any resulting gain or loss is reflected in the Company's statements of operation and comprehensive loss. Expenditures for maintenance and repairs are expensed as incurred.

**Impairment of Long-Lived Assets**

Long-lived assets consist of property and equipment. The Company continually evaluates whether events or circumstances have occurred that indicate that the estimated remaining useful life of its long-lived assets may warrant revision or that the carrying value of these assets may not be

**VOR BIOPHARMA INC.  
NOTES TO FINANCIAL STATEMENTS**

recoverable. If circumstances require that a long-lived asset or asset group be tested for impairment, the Company first compares the estimated undiscounted future cash flows expected to result from the use or disposition of that asset or asset group to its carrying amount. If the carrying amount of the long-lived asset or asset group is not recoverable on an undiscounted cash flow basis, an impairment loss would be recognized to the extent the carrying value exceeds its fair value. Fair value is determined through various valuation techniques including discounted cash flow models, quoted market prices and third-party independent appraisals, as considered necessary.

**Leases**

Effective January 1, 2019, the Company adopted and accounts for its leases under ASC 842, *Leases* ("ASC 842"), using the modified retrospective transition approach. At the inception of an arrangement, the Company determines whether the arrangement is or contains a lease. Leases with a term greater than one year are recognized on the balance sheet as a right-of-use ("ROU") asset and current and non-current lease liabilities, as applicable. The Company has made an accounting policy election, known as the short-term lease recognition exemption, which allows the Company to not recognize ROU assets and lease liabilities that arise from short-term leases (12 months or less) for any class of underlying asset. The Company typically only includes an initial lease term in its assessment of a lease arrangement. Options to renew or options to cancel a lease are not included in the Company's assessment unless there is reasonable certainty that the Company will renew or will not cancel, respectively. The Company monitors its material leases on a quarterly basis.

Operating lease liabilities and their corresponding ROU assets are recorded based on the present value of future lease payments over the expected remaining lease term. Lease cost for operating leases is recognized on a straight-line basis over the lease term as an operating expense. Certain adjustments to the ROU asset may be required for items such as lease prepayments or incentives received. The interest rate implicit in lease contracts is typically not readily determinable. As a result, the Company utilizes its incremental borrowing rate, which reflects the fixed rate at which the Company could borrow on a collateralized basis the amount of the lease payments in the same currency, for a similar term, in a similar economic environment.

The Company has elected to account for the lease and non-lease components together for existing classes of underlying assets.

**Research and Development**

Research and development expenses include costs directly attributable to the conduct of the Company's research and development programs.

Expenditures relating to research and development are expensed in the period incurred. 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.

Costs incurred in obtaining licenses are recognized as research and development expense as incurred if the license has no alternative use.

**Accrued Research and Development Expenses**

The Company has entered into various research and development related contracts, including contracts with third-party contract research organizations and contract manufacturing organizations.

**VOR BIOPHARMA INC.  
NOTES TO FINANCIAL STATEMENTS**

These agreements are cancelable, and related payments are recognized as research and development expenses as incurred. The Company records accrued liabilities for estimated ongoing research costs. When evaluating the adequacy of the accrued liabilities, the Company analyzes the progress of the studies, including the phase or completion of events, invoices received and contracted costs. Significant judgments and estimates are made in determining the accrued balances at the end of any reporting period. Actual results could differ from the Company's estimates. To date, the Company's historical accrual estimates have not been materially different from the actual costs.

**Patent-Related Costs**

Patent-related costs incurred in connection with 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 in the accompanying statements of operations and comprehensive loss.

**Stock-Based Compensation Expense**

The Company accounts for stock-based compensation under the provisions of ASC 718-10, *Compensation—Stock Compensation* ("ASC 718-10"), which requires all share-based payments to employees, non-employees and directors, including grants of stock options and restricted stock, to be recognized in the statements of operations and comprehensive loss based on their fair values on the date of grant over the requisite service period, which is generally the vesting period of the respective award. Forfeitures are accounted for as they occur. Generally, the Company issues awards with only service-based vesting conditions and records the expense for these awards using the straight-line method. The Company classifies stock-based compensation expense in the same manner in which the award recipient's payroll or service provider's costs are classified. Share-based payments that contain performance conditions are recognized when such conditions are probable of being achieved.

The fair value of each restricted common stock award is estimated on the date of grant based on the fair value of the Company's common stock on that same date.

The fair value of each option grant is estimated on the date of grant using the Black-Scholes option pricing model, which requires inputs based on certain subjective assumptions, including the following:

- *Fair Value of Common Stock*—See the discussion below.
- *Expected Term*—The expected term represents the period that the stock-based awards are expected to be outstanding. The Company uses the simplified method to determine the expected term, which is based on the average of the time-to-vesting and the contractual life of the options.
- *Expected Volatility*—Because the Company has been privately held and does not have any trading history for its common stock, the expected volatility was estimated based on the average volatility for comparable publicly traded biotechnology companies over a period equal to the expected term of the stock option grants. The comparable companies were chosen based on the similar size, stage in life cycle or area of specialty. The Company will continue to apply this process until a sufficient amount of historical information regarding the volatility of its own stock price becomes available.

**VOR BIOPHARMA INC.  
NOTES TO FINANCIAL STATEMENTS**

- *Risk-Free Interest Rate*—The risk-free interest rate is based on the U.S. Treasury zero coupon issues in effect at the time of grant for periods corresponding with the expected term of the awards.
- *Dividend Yield*—The Company has never paid dividends on its common stock and has no plans to pay dividends on its common stock. Therefore, the Company used an expected dividend yield of zero.

As there is no public market for the Company's common stock, the estimated fair value of common stock was determined by the Company's board of directors as of the date of each option grant, with input from management, considering third-party valuations of its common stock as well as the Company's 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 third-party valuation through the date of the grant. These objective and subjective factors include: (i) prices paid for the Company's redeemable convertible preferred stock, and the rights, preferences, and privileges of the Company's redeemable convertible preferred stock and common stock; (ii) the Company's stage of development; (iii) the fact that the grants of stock-based awards related to illiquid securities in a private company; and (iv) the likelihood of achieving a liquidity event for the common stock underlying the stock-based awards, such as an initial public offering or sale of the Company, given prevailing market conditions. 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*. Each valuation methodology includes estimates and assumptions that require the Company's judgment. The methodology utilized to estimate the fair value of the Company's common stock was the option-pricing method ("OPM") to back-solve the estimated value of the Company's equity and corresponding value of the Company's common stock.

***Income Taxes***

The Company accounts for income taxes using the asset and liability approach. Deferred tax assets and liabilities represent future tax consequences of temporary differences between the financial statement carrying amounts and the tax basis of assets and liabilities and for loss carryforwards using enacted tax rates expected to be in effect in the years in which the differences reverse. A valuation allowance is established to reduce deferred tax assets to the amounts expected to be realized. The Company also recognizes a tax benefit from uncertain tax positions only if it is "more likely than not" that the position is sustainable based on its technical merits. The Company accounts for interest or penalties related to uncertain tax positions as part of its provision for income taxes. To date, the Company has not incurred interest and penalties related to uncertain tax positions. Should such costs be incurred, they would be classified as a component of provision for income taxes.

***Net Loss Per Share (Audited) and Pro Forma Net Loss Per Share (Unaudited)***

Net loss attributable to common stockholders is equal to the net loss for the period, as adjusted for cumulative dividends on redeemable convertible preferred stock.

Basic net loss per share attributable to common stockholders is computed by dividing the net loss attributable to common stockholders by the weighted-average number of common shares outstanding during the reporting period, without consideration for potentially dilutive securities. Diluted net loss per share attributable to common stockholders is computed by dividing the net loss attributable to common

**VOR BIOPHARMA INC.  
NOTES TO FINANCIAL STATEMENTS**

stockholders by the weighted-average number of common shares and potentially dilutive securities outstanding during the period determined using the treasury-stock and if-converted methods. For purposes of the diluted net loss per share attributable to common stockholders calculation, redeemable convertible preferred stock, restricted stock and stock options considered to be potentially dilutive securities were excluded from the calculation of diluted net loss per share attributable to common stockholders because their effect would be anti-dilutive and therefore, basic and diluted net loss per share attributable to common stockholders were the same for all reporting periods presented.

The unaudited pro forma basic and diluted weighted-average common shares outstanding used in the calculation of unaudited pro forma basic and diluted net loss per share attributable to common stockholders for the year ended December 31, 2019 has been prepared to give effect, upon a qualified initial public offering, to the automatic conversion of all outstanding shares of the Company's redeemable convertible preferred stock into shares of its common stock as if the proposed initial public offering had occurred on January 1, 2019 or the date of issuance of the redeemable convertible preferred stock, if later. The unaudited pro forma net loss attributable to common stockholders used in the calculation of unaudited pro forma basic and diluted net loss per share attributable to common stockholders for the year ended December 31, 2019 excludes the effects of cumulative dividends on redeemable convertible preferred stock from the net loss attributable to common stockholders. The unaudited pro forma basic and diluted net loss per share attributable to common stockholders does not include the shares expected to be sold or related proceeds to be received in the proposed initial public offering.

***Recent Accounting Pronouncements***

From time to time, new accounting pronouncements are issued and adopted by the Company as of the specified effective date. Unless otherwise discussed, the impact of recently issued standards that are not yet effective will not have a material impact on the Company's financial statements upon adoption. Under the Jumpstart Our Business Startups Act of 2012, as amended (the "JOBS Act"), the Company meets the definition of an emerging growth company and has elected to take advantage of the extended transition period for complying with certain new or revised accounting standards pursuant to Section 107(b) of the JOBS Act. As noted below, certain new or revised accounting standards were early adopted.

***Recently Adopted Accounting Pronouncements***

In February 2016, the FASB issued ASU 2016-02, *Leases*, which requires an entity to recognize lease assets and lease liabilities on the balance sheet and to disclose key information about leasing arrangements. The Company elected to apply the package of three practical expedients whereby the Company did not need to (i) reassess whether expired or existing contracts are or contain leases; (ii) reassess the lease classification for any expired or existing leases; or (iii) reassess any initial direct costs for existing leases. Upon adoption, ASC 842 had no impact on the financial statements as the Company only had short-term leases (leases with terms of less than 12 months) at the time. Please refer to Note 10 for more information regarding the Company's adoption of new lease standard.

In November 2016, the FASB issued ASU 2016-18, *Statement of Cash Flows, Restricted Cash*. This standard requires changes in restricted cash during the period to be included with cash and cash equivalents when reconciling the beginning-of-period and end-of-period total amounts shown on the statement of cash flows. If cash, cash equivalents and restricted cash are presented in more than one line item on the balance sheet, the new guidance requires a reconciliation of the total in the statement

**VOR BIOPHARMA INC.  
NOTES TO FINANCIAL STATEMENTS**

of cash flows to the related captions in the balance sheet. The Company elected to adopt this standard on January 1, 2019 and has reflected the adoption in its financial statements for all periods presented.

In addition, the Company adopted ASU 2016-15, *Statement of Cash Flows* in 2019. The guidance in this standard reduces diversity in how certain cash receipts and cash payments are presented and classified in the statements of cash flows. The adoption of this standard did not have a material impact on the Company's financial position or results of operations.

In May 2017, the FASB issued ASU 2017-09, *Compensation—Stock Compensation (Topic 718): Scope of Modification Accounting*. The new standard is intended to reduce the diversity in practice, cost and complexity when applying the guidance in Topic 718 to a change to the terms or conditions of a share-based payment award. The amendments in this update are applied prospectively to an award modified on or after the adoption date. The Company adopted this standard as of January 1, 2018 and it had no material impact on the Company's financial position or results of operations.

In June 2018, the FASB issued ASU 2018-07, *Compensation—Stock Compensation (Topic 718): Improvements to Nonemployee Share-Based Payment Accounting*. The new standard is intended to reduce cost and complexity and to improve financial reporting for nonemployee share-based payments. The amendment is effective for fiscal years beginning after December 15, 2018, including interim periods within that fiscal year. Early adoption was permitted, but no earlier than an entity's adoption date of ASU No. 2016-08, Revenue from Contracts with Customers (Topic 606), which the Company previously adopted, although the Company has never recognized any revenue. The Company adopted this standard on January 1, 2019 and it did not have a material effect on the Company's financial position, results of operations or disclosures.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820) Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement (ASU 2018-13)*. The Company adopted ASU No. 2018-13 on January 1, 2019. This standard modifies certain disclosure requirements on fair value measurements. The adoption of this standard did not have a material effect on the Company's financial position, results of operations or disclosures.

**Recently Issued Accounting Pronouncements Not Yet Adopted**

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* ("ASU 2016-13"). This standard significantly changes the impairment model for most financial assets and certain other instruments and will require immediate recognition of estimated credit losses expected to occur over the remaining life of many financial assets, which will generally result in earlier recognition of allowances for credit losses on loans and other financial instruments. For public business entities that meet the definition of a U.S. Securities and Exchange Commission ("SEC") filer, excluding entities eligible to be smaller reporting companies as defined by the SEC, the standard is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. For all other entities, the standard is effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. Early adoption is permitted. The Company is currently evaluating the impact of this new guidance on the Company's financial statements and related disclosures but does not expect the adoption of this standard to be material. Additionally, the Company plans to adopt this standard on January 1, 2023, unless it no longer meets the smaller reporting company definition.

In December 2019, the FASB issued ASU 2019-12, *Income Taxes (Topic 740)* ("ASU 2019-12"), which removes certain exceptions from the guidance and simplifies the accounting for income taxes in

**VOR BIOPHARMA INC.**  
**NOTES TO FINANCIAL STATEMENTS**

certain areas. This standard will be effective beginning January 1, 2021. The Company does not expect that this standard will have a material impact to the Company's financial statements.

### 3. Fair Value Measurements

The following tables present information about the Company's financial assets and liabilities measured at fair value on a recurring basis:

(in thousands)	December 31, 2018			Total
	Level 1	Level 2	Level 3	
<b>Liabilities</b>				
Derivative liabilities	\$ —	\$ —	\$1,873	\$1,873
Total	<u>\$ —</u>	<u>\$ —</u>	<u>\$1,873</u>	<u>\$1,873</u>

(in thousands)	December 31, 2019			Total
	Level 1	Level 2	Level 3	
<b>Assets</b>				
Money market fund	\$6,280	\$ —	\$ —	\$6,280
Total	<u>\$6,280</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$6,280</u>

During the years ended December 31, 2018 and 2019, there were no transfers between levels. The fair value of the Company's cash equivalents, consisting of a money market fund, is based on quoted market prices in active markets with no valuation adjustment.

The Company believes the carrying amounts of its prepaid expenses and other current assets, restricted cash, accounts payable and accrued expenses approximate their fair value due to the short-term nature of these amounts.

#### **Convertible Notes Derivative Liabilities**

The fair value of the derivative liabilities recognized in connection with the Company's convertible notes were determined based on significant inputs not observable in the market, which represents a Level 3 measurement within the fair value hierarchy. The fair value of the derivative liabilities was determined using Monte Carlo simulations, which considered as inputs the type, timing and probability of a future equity financing or occurrence of a change-of-control event and related cash settlement of the notes; the potential amount of the payment under each of these potential settlement scenarios; and the risk-adjusted discount rate reflecting the expected risk profile for each of the potential settlement scenarios.

**VOR BIOPHARMA INC.**  
**NOTES TO FINANCIAL STATEMENTS**

The following table provides a roll forward of the aggregate fair value of the Company's derivative liabilities, for which fair value is determined using Level 3 inputs:

(in thousands)	
Balance at December 31, 2017	\$ 755
Initial fair value on issuance of convertible notes	829
Change in fair value	289
Balance at December 31, 2018	\$ 1,873
Change in fair value	(32)
Conversion of the convertible notes into Series A-2 redeemable convertible preferred stock	(1,841)
Balance at December 31, 2019	<u>\$ —</u>

#### 4. Property and Equipment, Net

Property and equipment, net consisted of the following:

(in thousands)	December 31,	
	2018	2019
Furniture and equipment	\$ —	\$ 6
Laboratory equipment	101	843
Property and equipment, gross	101	849
Accumulated depreciation	(30)	(121)
Property and equipment, net	<u>\$ 71</u>	<u>\$ 728</u>

Depreciation expense for the years ended December 31, 2018 and 2019 was approximately \$20,000 and \$0.1 million, respectively.

#### 5. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following:

(in thousands)	December 31,	
	2018	2019
Accrued employee-related and other expenses	\$ 82	\$593
Accrued research and development	—	308
Accrued other	29	37
Total accrued expenses	<u>\$111</u>	<u>\$938</u>

#### 6. Convertible Notes

In October 2016, July 2017 and December 2018, the Company issued convertible notes in the principal amounts of approximately \$1.0 million, \$1.6 million, and \$2.5 million, respectively, (collectively, the "Convertible Notes") to its majority owner at the time, PureTech. The Convertible Notes accrued interest at an annual rate of 10%, and unless converted were due and payable by the Company on the thirtieth day following the demand by PureTech. At the election of the noteholder,



**VOR BIOPHARMA INC.  
NOTES TO FINANCIAL STATEMENTS**

upon the occurrence of the closing of a qualified financing, the unpaid balance of the Convertible Notes, plus any accrued interest through the conversion date, would be converted into the securities issued in the qualified financing at a conversion price equal to the lower of (i) 75% of the purchase price per share of such securities issued in the qualified financing and (ii) the price per share determined by dividing \$30.0 million by the fully-diluted capitalization of the Company immediately prior to the qualified financing.

The Company determined that the contingent conversion or exchange upon a next round of financing at 75% of the next round's price was an embedded derivative ("Share Settlement Obligation") that required bifurcation as derivative liabilities as well as upon issuance a reduction in the carrying value of the underlying Convertible Notes. The Company estimates the fair value of embedded Share Settlement Obligation derivatives at each issuance date based on the high probability of the triggering events. The Convertible Notes were settled into Series A-2 Preferred Stock under the terms of the bifurcated derivative Share Settlement Obligation. The Convertible Notes and related accrued interest totaled \$5.5 million on the date of settlement in February 2019. Non-cash interest expense related to amortization of discounts created by the Share Settlement Obligation derivative values and issuance costs was \$1.0 million and \$0.6 million for the years ended December 31, 2018 and 2019, respectively. The carrying value of the Convertible Notes and derivative liabilities were settled for approximately 18.4 million shares of Series A-2 redeemable convertible preferred stock which was recorded at issuance date fair value. The difference between the carrying amount of the Convertible Notes and the derivative liabilities and the fair value of the Preferred Stock resulted in an insignificant loss on extinguishment.

Because the conversion price for the Convertible Notes was variable, the Convertible Notes are considered to be share-settled debts and a beneficial conversion feature is not applicable.

**7. Redeemable Convertible Preferred Stock**

As of December 31, 2019, the authorized capital stock of the Company included 127,194,866 shares of \$0.0001 par value preferred stock, of which 20,000,000 shares were designated as Series A-1 redeemable convertible preferred stock ("Series A-1") and 107,194,866 shares were designated as Series A-2 redeemable convertible preferred stock ("Series A-2").

***Series A-1 and Series A-2 Redeemable Convertible Preferred Stock***

On February 12, 2019, the Company entered into the Series A-2 Preferred Stock Purchase Agreement that provided for the issuance and sale of up to 88,750,000 shares of Series A-2 at a purchase price of \$0.40 per share in two closings. In conjunction with the Series A-2 closing, convertible notes valued at \$5.5 million of principal and accrued interest converted into 18,444,866 shares of Series A-2 (see Note 6).

On February 12, 2019, the Company issued and sold 44,375,000 shares of Series A-2 for total gross cash proceeds of \$17.8 million.

Included in the terms of the Series A-2 were tranche rights. The tranche rights obligated the investors in the Series A-2 to purchase, and the Company to sell, an additional 44,375,000 shares of Series A-2 at a purchase price of \$0.40 per share upon achieving certain milestones related to the Company's research platform ("Milestone Closing"). The number of shares and issuance price for the Milestone Closing were fixed at inception, and the timing for the closing was dependent on whether the

**VOR BIOPHARMA INC.  
NOTES TO FINANCIAL STATEMENTS**

Company met certain research and development milestones or if an earlier closing is voted by the Series A-2 holders. On the Series A-2 commitment date, the investors have the right to purchase the pro rata number of Series A-2 shares allocated to each investor at each closing (excluding the shares to be converted from the Convertible Notes). The Series A-2 agreements stated that after the initial closing, if an investor fails to fund its full pro rata commitment in the milestone closing, all Series A-2 shares held by that investor, as well as Series A-2 shares held by its affiliates, will automatically be converted into shares of the Company's common stock at a 10:1 conversion ratio. The Series A-2 tranche obligation is an embedded feature that does not net settle and therefore, it did not meet the definition of an embedded derivative.

On February 5, 2020, the Company issued and sold 44,375,000 shares of Series A-2 for total gross cash proceeds of \$17.8 million related to the Milestone Closing (see Note 17).

The Company accounts for beneficial conversion features at the time of issuance, if applicable. The Company's common stock into which each series of the Company's preferred stock is convertible had an estimated fair value less than the effective conversion prices of the preferred stock at the time of each of the issuances of the preferred stock. Therefore, there was no beneficial conversion feature on the respective commitment dates.

As of December 31, 2018, redeemable convertible preferred stock consisted of the following:

(in thousands, except share amounts)	Preferred Stock Authorized	Preferred Stock Issued and Outstanding	Carrying Value	Liquidation Value	Cumulative Undeclared Dividends	Common Stock Issuable Upon Conversion
Series A-1 redeemable convertible preferred stock	20,000,000	20,000,000	\$ 2	\$ 4,000	\$ —	20,000,000
Total	<u>20,000,000</u>	<u>20,000,000</u>	<u>\$ 2</u>	<u>\$ 4,000</u>	<u>\$ —</u>	<u>20,000,000</u>

As of December 31, 2019, redeemable convertible preferred stock consisted of the following:

(in thousands, except share amounts)	Preferred Stock Authorized	Preferred Stock Issued and Outstanding	Carrying Value	Liquidation Value	Cumulative Undeclared Dividends	Common Stock Issuable Upon Conversion
Series A-1 redeemable convertible preferred stock	20,000,000	20,000,000	\$ 2	\$ 4,000	\$ —	20,000,000
Series A-2 redeemable convertible preferred stock	107,194,866	62,819,866	25,067	25,128	1,773	62,819,866
Total	<u>127,194,866</u>	<u>82,819,866</u>	<u>\$ 25,069</u>	<u>\$ 29,128</u>	<u>\$ 1,773</u>	<u>82,819,866</u>

**VOR BIOPHARMA INC.  
NOTES TO FINANCIAL STATEMENTS**

The holders of the Series A-1 and Series A-2 (collectively, the “Series A”) have the following rights and preferences and privileges:

***Optional Conversion***

Each share of Series A-1 and Series A-2 is convertible into the number of shares of the Company’s common stock at the preferred stockholders’ option at any time at the applicable conversion ratio, to be determined by dividing \$0.20 per share for Series A-1 and \$0.40 per share for Series A-2 by the conversion price in effect at the time of conversion. Any declared but unpaid dividends payable to Series A-1 and Series A-2 holders will be paid in cash upon conversion.

***Mandatory Conversion***

Each share of Series A-1 and Series A-2 will automatically convert into shares of the Company’s common stock at the then effective conversion ratio (i) upon the closing of the sale of shares of the Company’s common stock to the public in an underwritten public offering, provided that the price of the common stock is at least \$1.60 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) and such offering results in at least \$50.0 million of proceeds, after deducting the underwriting discount and commissions, to the Company or (ii) upon the vote or written consent of the holders of a majority of the outstanding shares of Series A-1 or Series A-2.

***Anti-Dilution Provisions***

In the event that the Company issues additional securities at a purchase price less than the current Series A conversion prices, such conversion prices shall be adjusted in accordance with a standard broad-based weighted-average formula, subject to certain exceptions.

***Dividends***

The Series A-2 accrues dividends on a cumulative basis at \$0.032 per share per annum calculated daily (the “Series A-2 Dividend”). The Series A-2 Dividend shall be payable only when, as, and if declared by the Company’s board of directors and the Company shall be under no obligation to pay such Series A-2 Dividend. Series A-2 holders shall receive dividends declared in preference of Series A-1 holders and common stockholders, except for stock dividends declared and payable to common stockholders. Series A-1 holders shall receive dividends declared in preference of common stockholders, except for stock dividends declared and payable to common stockholders. No dividends have been declared or paid as of and for the years ended December 31, 2018 and 2019.

***Liquidation Preference***

In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Company, the holders of shares of Series A-2 have preference over Series A-1 and the Company’s common stock, and will receive the greater of the original Series A-2 issuance price adjusted for declared but unpaid dividends or the amount such holder would have received if such holder had converted its shares into common stock immediately prior to such liquidation event. After the Series A-2 preferences are satisfied, any remaining assets will be distributed to Series A-1 in preference over the common stock, at the greater of the original Series A-1 issuance price adjusted for declared but unpaid

**VOR BIOPHARMA INC.  
NOTES TO FINANCIAL STATEMENTS**

dividends or the amount such holder would have received if such holder had converted its shares into common stock immediately prior to such liquidation event. After Series A-2 and A-1 preferences are satisfied, any remaining assets will be distributed among common stockholders on a pro rata basis (Series A-2 and A-1 are non-participatory).

The Series A shares do not have stated redemption dates, therefore the carrying value will not be accreted until a contingent deemed liquidation event becomes probable of occurring.

Based on the terms of Series A, no embedded derivatives or other features that require separate accounting were identified.

## **8. Common Stock**

As of December 31, 2019, the Company's authorized capital stock included 161,000,000 shares of its \$0.0001 par value 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 provided, however, that, except as otherwise required by law, holders of common stock shall not be entitled to vote on any amendment to the Company's 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 Delaware General Corporation Law. Common stockholders are entitled to receive dividends, as may be declared by the Company's board of directors, if any, subject to the preferential dividend rights of the Series A redeemable convertible preferred stock. No dividends have been declared or paid as of and for either of the years ended December 31, 2018 and 2019.

## **9. Stock-Based Compensation**

### **2015 Plan**

In December 2015, the Company's board of directors adopted and approved, the 2015 Plan. The Company's board of directors has reserved shares of the Company's common stock for issuance under the 2015 Plan to encourage and enable the officers, employees, directors, consultants and other key persons to acquire a proprietary interest in the Company.

The 2015 Plan provides for the granting of incentive stock options, non-statutory stock options, restricted stock awards and other stock-based awards to eligible employees, officers, directors, consultants and advisors as determined by the Company's board of directors. Terms of the restricted stock awards and stock option agreements, including vesting requirements, are determined by the Company's board of directors or compensation committee of the board, subject to the provisions of the 2015 Plan.

In February 2019, the Company's board of directors approved an amendment to the 2015 Plan (the "2019 Plan Amendment"). The 2019 Plan Amendment increased the maximum number of shares reserved for issuance under the 2015 Plan by 17,005,403 shares to a total of 20,755,403 shares. As of December 31, 2019, the total number of shares of the Company's common stock available to be issued under the 2015 Plan was 3,551,140 shares.

**VOR BIOPHARMA INC.**  
**NOTES TO FINANCIAL STATEMENTS**

**Restricted Stock Awards**

Restricted stock granted by the Company under its 2015 Plan generally vest over a four-year period, contingent on the recipient's continued employment. The Company may repurchase unvested shares at the original purchase price if the award recipient is terminated or ceases his or her employment or service relationship with the Company. The grant date fair value of restricted stock awards is based on the fair market value of the Company's common stock on the date of grant.

The following table summarizes the Company's restricted stock activity for the year ended December 31, 2019:

<b>Restricted Stock Awards</b>	<b>Number of Shares</b>	<b>Weighted-Average Grant Date Fair Value</b>
Unvested at January 1, 2019	7,813	\$ 0.07
Granted	—	—
Vested	(7,813)	0.07
Forfeited	—	—
Unvested at December 31, 2019	<u>—</u>	<u>\$ —</u>

As of December 31, 2019, there was no unrecognized compensation expense related to non-vested restricted stock.

**Stock Options**

The Company's stock options generally vest over 48 months with 25% vesting after one year followed by ratable monthly vesting over three years and have a contractual term of 10 years. The weighted-average assumptions used principally in determining the fair value of options granted were as follows:

	<b>Year Ended December 31,</b>	
	<b>2018</b>	<b>2019</b>
Fair value of common stock	\$ 0.07	\$ 0.07
Expected term (in years)	5.3	6.0
Expected volatility	72.3%	76.3%
Risk-free interest rate	2.8%	1.9%
Dividend yield	—	—

**VOR BIOPHARMA INC.  
NOTES TO FINANCIAL STATEMENTS**

The following table summarizes the Company's stock option activity for the year ended December 31, 2019:

	Shares	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding at January 1, 2019	3,307,500	\$ 0.00	9.13	\$ 297
Granted	13,764,888	\$ 0.10		
Exercised	(168,801)	\$ 0.04		
Forfeited	(80,625)	\$ 0.02		
Outstanding at December 31, 2019	<u>16,822,962</u>	\$ 0.08	9.33	\$ 1,156
Exercisable at December 31, 2019	<u>3,176,803</u>	\$ 0.02	8.51	\$ 403

The aggregate intrinsic value of options is calculated as the difference between the exercise price of the stock options and the fair value of the Company's common stock for those stock options that had exercise prices lower than the fair value of the common stock as of the end of the period.

The weighted-average grant-date fair value of stock options granted during each of the years ended December 31, 2018 and 2019 was \$0.07 per share. As of December 31, 2019, total unrecognized compensation expense related to stock options was \$0.8 million, which is expected to be recognized over a weighted-average period of 3.27 years.

During the year ended December 31, 2019, options for 5,554,426 shares with a weighted-average exercise price of \$0.10 and a weighted-average fair value of \$0.07 were exercised but unvested as of December 31, 2019 and the underlying proceeds from the unvested exercises is included in other current liabilities on the balance sheet.

**Stock-Based Compensation**

Stock-based compensation expense was allocated as follows:

(in thousands)	Year Ended December 31,	
	2018	2019
Research and development	\$ 108	\$ 105
General and administrative	8	67
Total stock-based compensation expense	<u>\$ 116</u>	<u>\$ 172</u>

**VOR BIOPHARMA INC.**  
**NOTES TO FINANCIAL STATEMENTS**

**10. Leases**

During 2019, the Company operated out of leased office and lab space at two different locations in Cambridge, Massachusetts. Both of these leases were determined to be short-term operating leases under ASC 842 and expire at various times through June 2020. The components of lease expense, including variable lease costs of common area maintenance, parking and other rental fees for the year ended December 31, 2019 were as follows:

(in thousands)	Year Ended December 31, 2019
Operating lease cost	\$ —
Short-term lease cost	305
Variable lease cost	111
Total lease cost	<u>\$ 416</u>

**Cambridge Park Lease**

In December 2019, the Company entered into a lease agreement for its new corporate office and laboratory facility (the “Cambridge Park Lease”) in Cambridge, Massachusetts and expected to occupy the space beginning in June 2020. The Cambridge Park lease has a term of 10 years, beginning on the rent commencement date which is two months after the lease commencement date. There are no options to extend the lease. The Company determined that for accounting purposes under ASC 842 the lease did not commence in 2019 as the Company did not have control of the Cambridge Park Lease, as such, this lease is not included as a right-of-use asset on the balance sheet at December 31, 2019.

The Cambridge Park lease contains scheduled rent increases over the lease term. The Company will be responsible for any leasehold improvements over the improvement allowance, which will be accounted for as additional rent payments. In addition, the Cambridge Park lease required the Company to deliver an irrevocable standby letter of credit in an amount of \$1.6 million to the landlord as security for the Company’s performance and observance of the terms, conditions and covenants of the lease for the period commencing on the effective date of the Cambridge Park lease. This letter of credit will increase to \$1.9 million when certain conditions are met by the landlord and may decrease under certain conditions after the third anniversary of the rent commencement date.

Maturities of lease liabilities due under the Company’s Cambridge Park lease as of December 31, 2019 were as follows:

(in thousands) Year Ending December 31,	
2020	\$ 541
2021	2,314
2022	2,638
2023	2,718
Thereafter	20,317
Total lease payments	<u>\$28,528</u>

Under ASC 840, rent expense related to the Company’s operating leases charged to operations for the year ended December 31, 2018, was \$0.3 million.

**VOR BIOPHARMA INC.  
NOTES TO FINANCIAL STATEMENTS**

**11. License Agreements**

The Company has agreements with third parties in the normal course of business under which it has obtained licenses for certain developed technologies.

***Columbia License Agreement***

In April 2016 (and amended in February 2019), the Company entered into an exclusive license agreement (the "2016 Agreement") with The Trustees of Columbia University in the City of New York ("Columbia"). Under the 2016 Agreement, the Company has exclusively licensed the worldwide rights to key patents, technical information, and use of materials from Columbia.

In connection with the 2016 Agreement, the Company paid Columbia an upfront license fee of \$25,000. Beginning in 2019, the Company is required to pay Columbia an annual license fee in the low five digits. The Company is also obligated to make milestone payments to Columbia of up to an aggregate of \$0.2 million upon the achievement of certain clinical milestones and milestone payments to Columbia of up to an aggregate of \$4.25 million for certain regulatory and commercial milestones for the first two products. In addition, the Company is required to pay Columbia escalating low single digits royalties on cumulative annual net sales of licensed products.

In partial consideration for the licenses granted under the 2016 Agreement, the Company issued Columbia 1,250,000 shares of common stock of the Company, which the Company previously expensed based on the fair value of the shares of common stock issued.

**12. Commitments and Contingencies**

***Legal Proceedings***

The Company is not currently a party to any material legal proceedings. At each reporting date, the Company evaluates whether or not a potential loss amount or potential range of loss is probable and reasonably estimated under the provisions of the authoritative guidance that addresses accounting for contingencies. The Company recognizes expenses for its costs related to its legal proceedings, as incurred.

**13. Defined Contribution Benefit Plan**

The Company maintains a defined contribution plan under Section 401(k) (the "401(k) Plan") of the Internal Revenue Code, as amended (the "Code"). 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 pretax basis, as well as Roth post tax deferrals. The 401(k) Plan does not currently provide for matching contributions.

**14. Related Party Transactions**

The Company had an agreement with one of its shareholders, PureTech, where it shared certain costs and obtained consulting and management services during the years ended December 31, 2018 and 2019. Additionally, PureTech had paid certain Company expenses directly on behalf of the Company. The Company incurred expenses of approximately \$2.0 million and \$0.9 million related to such services during the years ended December 31, 2018 and 2019, respectively. As of December 31, 2018, \$0.8 million was recorded as a liability on the balance sheet, and this amount was paid during



**VOR BIOPHARMA INC.**  
**NOTES TO FINANCIAL STATEMENTS**

the year ended December 31, 2019. This agreement was terminated in 2019 and no amounts were owed to PureTech at December 31, 2019. See Note 2 above for additional information regarding payments to PureTech.

**15. Income Taxes**

The Company accounts for income taxes under FASB ASC 740 ("ASC 740"). For the years ended December 31, 2018 and 2019, the Company did not record a current or deferred income tax expense or benefit. The following table reconciles the federal statutory income rate to the Company's effective income tax rate:

	<u>Year Ended December 31,</u>	
	<u>2018</u>	<u>2019</u>
Federal income tax rate	21.0%	21.0%
State income tax benefit	4.3%	5.6%
Permanent items	(6.6)%	(2.3)%
Research tax credits	2.4%	1.5%
Valuation allowance	(21.1)%	(25.8)%
Effective income tax rate	<u>0.0%</u>	<u>0.0%</u>

Deferred tax assets and liabilities reflect the net tax effects of net operating loss and tax credit carryforwards and temporary differences between the carrying amount of assets and liabilities for financial reporting and the amounts used for tax purposes. Significant components of the Company's deferred tax assets and liabilities were as follows:

<u>(in thousands)</u>	<u>Year Ended December 31,</u>	
	<u>2018</u>	<u>2019</u>
Deferred tax asset:		
Accrued expenses	\$ 30	\$ 256
Federal net operating loss carryforwards	1,043	3,000
State net operating loss carryforwards	204	743
Tax credits	190	350
Stock compensation	41	85
Total deferred tax assets	<u>1,508</u>	<u>4,434</u>
Valuation allowance	(1,507)	(4,300)
Net total deferred tax assets	<u>\$ 1</u>	<u>\$ 134</u>
Deferred tax liabilities:		
Depreciation and amortization	(1)	(134)
Total deferred tax liabilities	<u>\$ (1)</u>	<u>\$ (134)</u>
Net deferred tax assets	<u>\$ —</u>	<u>\$ —</u>

The Company has weighed the positive and negative evidence to assess the recoverability of its deferred tax assets. Realization of future tax benefits is dependent on many factors, including the Company's ability to generate taxable income. After this assessment, the Company determined it was more likely than not that the Company will not realize the benefit of its deferred tax assets. As a result,

**VOR BIOPHARMA INC.  
NOTES TO FINANCIAL STATEMENTS**

the Company has provided a full valuation allowance against its net deferred tax assets. The valuation allowance for deferred tax assets as of December 31, 2018 and 2019 was \$1.5 million and \$4.3 million, respectively. For the years ended December 31, 2018 and December 31, 2019, the Company recorded an increase in the valuation allowance of \$0.9 million and \$2.8 million, respectively, primarily related to net operating losses and tax credits.

As of December 31, 2019, the Company had gross U.S. federal net operating loss carryforwards of \$14.3 million including \$12.4 million that had an indefinite carryforward period and \$1.9 million that were subject to expiration at various dates through 2037. As of December 31, 2019, the Company had state net operating loss carryforwards of \$11.8 million which will expire at various dates through 2039. As of December 31, 2019, the Company had U.S. research and development tax credit carryforwards of \$0.2 million which will expire at various dates through 2039 and state research and credit carryforwards of \$0.2 million which will expire at various dates through 2034. The net operating loss and tax credit carryforwards are subject to review and possible adjustment by the Internal Revenue Service and state tax authorities.

Net operating loss and tax credit carryforwards may become subject to an annual limitation in the event of certain cumulative changes in the ownership interest of significant shareholders over a three-year period in excess of 50%, as defined under Sections 382 and 383 of the Code, respectively, as well as similar state provisions. This could limit the amount of tax attributes that can be utilized annually to offset future taxable income or tax liabilities. The amount of the annual limitation is determined based on the value of the Company immediately prior to the ownership change. Subsequent ownership changes may further affect the limitation in future years. The Company has not determined whether an ownership change has occurred and as such, the Company's net operating losses may be limited. Any limitation may result in expiration of a portion of the net operating loss carryforwards or research development credit carryforwards before utilization.

The Company has not, as yet, conducted a study of research and development credit carryforwards. Such a study, once undertaken by the Company, may result in an adjustment to the research and development credit carryforwards. However, a full valuation allowance has been provided against the Company's research and development credits and, if any adjustment is required, such adjustment would be offset by an adjustment to the valuation allowance. Thus, there would be no impact to the balance sheet or statement of operations if any adjustment is required.

As of December 31, 2018 and 2019, the Company did not have any unrecognized tax benefits. Any future interest and penalties related to income tax matters would be recognized in the provision for income tax. As of December 31, 2018 and 2019, the Company did not have a balance of accrued interest and penalties related to uncertain tax positions.

The Company files income tax returns in the United States and various states. As of December 31, 2019, there were no income tax examinations in progress.

The tax years 2016 through present remain open to examination by major taxing jurisdictions to which the Company is subject, which are primarily in the United States. In addition, tax year 2015 resulted in losses and the Company also generated research and development tax credits during that year. Since carryforward attributes generated in this year may be utilized in future years, 2015 may still be adjusted upon examination by the Internal Revenue Service or state tax authorities if they have or will be used in a future period.

**VOR BIOPHARMA INC.  
NOTES TO FINANCIAL STATEMENTS**

**16. Net Loss Per Share and Pro Forma Net Loss Per Share (Unaudited)**

The following table sets forth the computation of the Company's basic and diluted net loss per share for the years ended December 31, 2018 and 2019 and the unaudited pro forma basic and diluted net loss per share for the year ended December 31, 2019:

(in thousands, except share and per share amounts)	Year Ended December 31,	
	2018	2019
<b>Numerator:</b>		
Net loss	\$ (4,152)	\$ (10,839)
Cumulative dividends on redeemable convertible preferred stock	—	(1,773)
Net loss attributable to common stockholders	\$ (4,152)	\$ (12,612)
<b>Denominator:</b>		
Weighted-average number of common shares outstanding, basic and diluted	1,193,813	1,563,590
Net loss per share attributable to common stockholders, basic and diluted	\$ (3.48)	\$ (8.07)
Net loss attributable to common stockholders		\$ (12,612)
Cumulative dividends on redeemable convertible preferred stock		1,773
Pro forma net loss attributable to common stockholders		\$ (10,839)
Pro forma adjustment to reflect automatic conversion of redeemable convertible preferred stock to common stock upon the completion of the proposed initial public offering (unaudited)		75,419,169
Pro forma weighted-average common shares outstanding, basic and diluted (unaudited)		76,982,759
Pro forma net loss per share attributable to common stockholders, basic and diluted (unaudited)		\$ (0.14)

Unaudited pro forma net loss per share attributable to common stockholders is computed using the weighted-average number of common shares outstanding after giving effect to the conversion of all outstanding shares of the Company's redeemable convertible preferred stock into shares of its common stock as if such conversion had occurred on January 1, 2019, or the date of issuance, if later.

As of December 31, 2018 and 2019, the Company's potentially dilutive securities were redeemable convertible preferred stock, unvested restricted stock awards and stock options. Based on the amounts outstanding at December 31, 2018 and 2019, the Company excluded the following potential common shares from the computation of diluted net loss per share attributable to common stockholders because including them would have had an anti-dilutive effect:

	Year Ended December 31,	
	2018	2019
Series A-1 redeemable convertible preferred stock	20,000,000	20,000,000
Series A-2 redeemable convertible preferred stock	—	62,819,866
Options to purchase common stock	3,307,500	16,822,962
Unvested restricted common stock	7,813	—

**VOR BIOPHARMA INC.  
NOTES TO FINANCIAL STATEMENTS**

**17. Subsequent Events**

The Company has evaluated all subsequent events through November 6, 2020, the date the financial statements were available to be issued. The following events occurred subsequent to December 31, 2019:

***Series A-2 Milestone Closing***

On February 5, 2020, the Company issued and sold 44,375,000 shares of its Series A-2 redeemable convertible preferred stock at a per share price of \$0.40, for \$17.8 million in total gross proceeds to the Company related to the Milestone Closing.

***Issuance of Series B Preferred Stock***

In June 2020, the Company issued and sold 124,519,220 shares of its Series B redeemable convertible preferred stock ("Series B") at a per share price of \$0.52 ("Original Purchase Price"), for \$64.7 million in total gross proceeds to the Company. The stock purchase agreement provides for a second closing of an additional \$45.4 million ("Second Tranche Closing") upon the achievement of the Second Tranche Milestone (defined as the acceptance of an Investigational New Drug application for VOR 33, which must be achieved by December 31, 2021). In the event that any investor fails to participate for their required portion of Second Tranche Closing, all of such investor's shares of Series B will automatically convert into shares of the Company's common stock at a 10:1 ratio, and any non-breaching investor shall have the right to buy its pro-rata portion of such breaching investor's allocation.

***Amended and Restated Certificate of Incorporation***

In June 2020, the Company amended its amended and restated certificate of incorporation to increase the authorized shares to 420,000,000 shares of \$0.0001 par value common stock and 338,973,691 shares of \$0.0001 par value preferred stock, of which 20,000,000 shares are designated as Series A-1, 107,194,866 shares are designated as Series A-2 and 211,778,825 shares are designated as Series B.

***COVID-19***

In March 2020, the World Health Organization declared the global novel coronavirus disease 2019 (COVID-19) outbreak a pandemic. To date, the Company's operations have not been significantly impacted by the COVID-19 outbreak. However, the Company cannot at this time predict the specific extent, duration, or full impact that the COVID-19 outbreak will have on its financial condition and operations, including ongoing and planned clinical trials and the Company's ability to raise additional capital to finance its operations.

***National Institutes of Health License Agreement***

In October 2020, the Company entered into a patent license agreement (the "Patent License") with the U.S. Department of Health and Human Services, as represented by National Cancer Institute ("NCI") of the National Institutes of Health. Pursuant to the terms of the Patent License, the Company is required to pay NCI a license issue fee in the aggregate amount of \$400,000. The terms of the Patent License also require the Company to pay NCI de minimis minimum annual royalties, which

**VOR BIOPHARMA INC.  
NOTES TO FINANCIAL STATEMENTS**

royalties are creditable against earned royalties on sales of licensed products or licensed processes. The Company must also pay NCI tiered royalties on net sales of licensed products at rates in the low single digits. The Company is also required to pay NCI one-time milestone payments upon successful completion of specified clinical and regulatory milestones relating to the licensed products. The aggregate potential milestone payments are \$8.0 million. In addition, the Company is required to pay NCI one-time milestone payments following aggregate net sales of licensed products at certain net sales up to \$2.0 billion. The aggregate potential amount of these milestone payments is \$6.0 million. To the extent the Company enters into a sublicensing agreement relating to a licensed product, the Company is required to pay NCI a percentage of the non-royalty based consideration received from a sublicensee, with specified exclusions, which percentage ranges from the low single digits to low double digits. The Company is also required to reimburse NCI for its past patent expenses for the licensed patent rights, with such amounts being payable in three installments during the term of the Patent License, as well as the Company's pro rata share of future patent expenses, in each case, in connection with NCI's prosecution or maintenance of the licensed patent rights.

**VOR BIOPHARMA INC.**  
**CONDENSED BALANCE SHEETS**  
(Unaudited)

(in thousands, except share and per share amounts)	December 31, 2019	September 30, 2020	Pro Forma September 30, 2020
<b>Assets</b>			
Current assets:			
Cash and cash equivalents	\$ 6,466	\$ 63,604	\$ 63,604
Prepaid expenses	868	1,701	1,701
Other current assets	205	219	219
Total current assets	<u>7,539</u>	<u>65,524</u>	<u>65,524</u>
Restricted cash	1,559	1,559	1,559
Property and equipment, net	728	3,648	3,648
Operating lease right-of-use assets	—	17,439	17,439
Other assets	—	355	355
<b>Total assets</b>	<u>\$ 9,826</u>	<u>\$ 88,525</u>	<u>\$ 88,525</u>
<b>Liabilities, Redeemable Convertible Preferred Stock and Stockholders' Equity (Deficit)</b>			
Current liabilities:			
Accounts payable	\$ 693	\$ 2,321	\$ 2,321
Accrued expenses	938	4,154	4,154
Operating lease liability	—	713	713
Other current liabilities	555	412	412
Total current liabilities	<u>2,186</u>	<u>7,600</u>	<u>7,600</u>
Long-term liabilities:			
Operating lease liabilities—non current	—	17,731	17,731
Total long-term liabilities	<u>—</u>	<u>17,731</u>	<u>17,731</u>
<b>Total liabilities</b>	<u>2,186</u>	<u>25,331</u>	<u>25,331</u>
Series A-1 redeemable convertible preferred stock, \$0.0001 par value; 20,000,000 shares authorized, issued, and outstanding as of December 31, 2019 and September 30, 2020 (liquidation preference of \$4,000 as of December 31, 2019 and September 30, 2020); no shares authorized, issued or outstanding, pro forma as of September 30, 2020	2	2	—
Series A-2 redeemable convertible preferred stock, \$0.0001 par value; 107,194,866 shares authorized as of December 31, 2019 and September 30, 2020; 62,819,866 and 107,194,866 shares issued and outstanding as of December 31, 2019 and September 30, 2020, respectively (liquidation preference of \$25,128 and \$42,878 as of December 31, 2019 and September 30, 2020, respectively); no shares authorized, issued or outstanding, pro forma as of September 30, 2020	25,067	42,786	—
Series B redeemable convertible preferred stock, \$0.0001 par value; no shares and 211,778,825 shares authorized as of December 31, 2019 and September 30, 2020, respectively; no shares and 124,519,220 shares issued and outstanding as of December 31, 2019 and September 30, 2020, respectively (liquidation preference of \$64,750 as of September 30, 2020); no shares authorized, issued or outstanding, pro forma as of September 30, 2020	—	64,548	—
Stockholders' equity (deficit):			
Common stock, \$0.0001 par value; 161,000,000 and 420,000,000 shares authorized as of December 31, 2019 and September 30, 2020, respectively; 7,185,727 and 7,895,919 shares issued and 1,631,301 and 3,777,349 outstanding as of December 31, 2019 and September 30, 2020, respectively; 420,000,000 shares authorized, 259,610,005 shares issued and 255,491,435 shares outstanding, pro forma as of September 30, 2020	—	—	26
Additional paid-in capital	458	1,419	108,729
Accumulated deficit	(17,887)	(45,561)	(45,561)
Total stockholders' equity (deficit)	<u>(17,429)</u>	<u>(44,142)</u>	<u>63,194</u>
<b>Total liabilities, redeemable convertible preferred stock and stockholders' equity (deficit)</b>	<u>\$ 9,826</u>	<u>\$ 88,525</u>	<u>\$ 88,525</u>

*The accompanying notes are an integral part of these condensed financial statements*

**VOR BIOPHARMA INC.**  
**CONDENSED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS**  
**(Unaudited)**

(in thousands, except share and per share amounts)	Nine Months Ended September 30,	
	2019	2020
Operating expenses:		
Research and development	\$ 3,236	\$ 20,288
General and administrative	3,253	7,415
Total operating expenses	6,489	27,703
Loss from operations	(6,489)	(27,703)
Other income (expense):		
Interest income	119	29
Interest expense related to convertible notes	(608)	—
Change in fair value of derivative liabilities	32	—
Total other income (expense)	(457)	29
Net loss and comprehensive loss	<u>\$ (6,946)</u>	<u>\$ (27,674)</u>
Cumulative dividends on redeemable convertible preferred stock	(1,267)	(3,755)
Net loss attributable to common stockholders	<u>\$ (8,213)</u>	<u>\$ (31,429)</u>
Net loss per share attributable to common stockholders, basic and diluted	<u>\$ (5.30)</u>	<u>\$ (13.08)</u>
Weighted-average common shares outstanding, basic and diluted	<u>1,548,377</u>	<u>2,403,710</u>
Pro forma net loss per share attributable to common stockholders, basic and diluted		<u>\$ (0.17)</u>
Pro forma weighted-average common shares outstanding, basic and diluted		<u>166,032,107</u>

*The accompanying notes are an integral part of these condensed financial statements*

**VOR BIOPHARMA INC.**  
**CONDENSED STATEMENTS OF REDEEMABLE CONVERTIBLE PREFERRED STOCK AND**  
**STOCKHOLDERS' DEFICIT**  
**(Unaudited)**

(in thousands, except share amounts)	Series A-1 Preferred Stock		Series A-2 Preferred Stock		Series B Preferred Stock		Common Stock		Additional Paid-In Capital	Accumulated Deficit	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount			
<b>Balance, December 31, 2018</b>	20,000,000	\$ 2	—	\$ —	—	\$ —	1,454,687	\$ —	\$ 279	\$ (7,048)	\$ (6,769)
Issuance of Series A-2 Preferred Stock	—	—	44,375,000	17,692	—	—	—	—	—	—	—
Conversion of convertible notes to Series A-2 Redeemable Convertible Preferred Stock	—	—	18,444,866	7,375	—	—	—	—	—	—	—
Issuance of Common Stock upon exercise of stock options	—	—	—	—	—	—	143,784	—	5	—	5
Vesting of restricted shares	—	—	—	—	—	—	7,813	—	—	—	—
Stock-based compensation expense	—	—	—	—	—	—	—	—	89	—	89
Net loss	—	—	—	—	—	—	—	—	—	(6,946)	(6,946)
<b>Balance, September 30, 2019</b>	<u>20,000,000</u>	<u>\$ 2</u>	<u>62,819,866</u>	<u>\$ 25,067</u>	<u>—</u>	<u>\$ —</u>	<u>1,606,284</u>	<u>\$ —</u>	<u>\$ 373</u>	<u>\$ (13,994)</u>	<u>\$ (13,621)</u>
<b>Balance, December 31, 2019</b>	20,000,000	\$ 2	62,819,866	\$ 25,067	—	\$ —	1,631,301	\$ —	\$ 458	\$ (17,887)	\$ (17,429)
Issuance of Series A-2 Redeemable Convertible Preferred Stock	—	—	44,375,000	17,719	—	—	—	—	—	—	—
Issuance of Series B Redeemable Convertible Preferred Stock	—	—	—	—	124,519,220	64,548	—	—	—	—	—
Issuance of Common Stock upon exercise and vesting of stock options	—	—	—	—	—	—	2,146,048	—	213	—	213
Stock-based compensation expense	—	—	—	—	—	—	—	—	748	—	748
Net loss	—	—	—	—	—	—	—	—	—	(27,674)	(27,674)
<b>Balance, September 30, 2020</b>	<u>20,000,000</u>	<u>\$ 2</u>	<u>107,194,866</u>	<u>\$ 42,786</u>	<u>124,519,220</u>	<u>\$ 64,548</u>	<u>3,777,349</u>	<u>\$ —</u>	<u>\$ 1,419</u>	<u>\$ (45,561)</u>	<u>\$ (44,142)</u>

*The accompanying notes are an integral part of these condensed financial statements*



**VOR BIOPHARMA INC.**  
**CONDENSED STATEMENTS OF CASH FLOWS**  
**(Unaudited)**

(in thousands, except share amounts)	Nine Months Ended September 30,	
	2019	2020
<b>Cash flows from operating activities</b>		
Net loss	\$ (6,946)	\$ (27,674)
Adjustments to reconcile net loss to net cash used in operations:		
Depreciation expense	50	363
Non-cash lease expense	—	461
Change in fair value of derivative liabilities	(32)	—
Non-cash interest expense	608	—
Stock-based compensation	89	748
Changes in operating assets and liabilities:		
Operating lease liability	—	545
Prepaid expenses and other current assets	(736)	(847)
Accounts payable and accrued expenses	2,723	3,746
Net cash used in operating activities	(4,244)	(22,658)
<b>Cash flow from investing activities</b>		
Purchases of property and equipment	(657)	(2,684)
Net cash used in investing activities	(657)	(2,684)
<b>Cash flow from financing activities</b>		
Proceeds from issuance of redeemable convertible preferred stock	17,692	82,267
Proceeds from stock option exercises	5	213
Net cash provided by financing activities	17,697	82,480
Net increase in cash, cash equivalents and restricted cash	12,796	57,138
Cash, cash equivalents and restricted cash, beginning of period	929	8,025
Cash, cash equivalents and restricted cash, end of period	\$ 13,725	\$ 65,163
<b>Supplemental disclosure of non-cash activities</b>		
Conversion of notes payable and accrued interest into convertible preferred stock	\$ 7,375	\$ —
Deferred offering costs included in accounts payable	\$ —	\$ 355
Lease incentive paid by the landlord on behalf of the Company	\$ —	\$ 151
Purchases of property and equipment in accounts payable	\$ —	\$ 599
Operating right-of-use assets and operating lease liability recorded upon lease commencement	\$ —	\$ 17,899

A reconciliation of the cash, cash equivalents and restricted cash reported within the balance sheets that sum to the total of the same amounts shown in the statements of cash flows is as follows:

(in thousands)	Nine Months Ended September 30,	
	2019	2020
Cash and cash equivalents	\$ 13,725	\$ 63,604
Restricted cash	—	1,559
Total cash, cash equivalents and restricted cash as shown on the statements of cash flows	\$ 13,725	\$ 65,163

*The accompanying notes are an integral part of these condensed financial statements*

**VOR BIOPHARMA INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**(Unaudited)**

**1. Nature of the Business**

Vor Biopharma Inc. (the "Company" or "Vor") is a clinical-stage cell therapy company that combines a novel patient engineering approach with targeted therapies to provide a single company solution for patients suffering from hematological malignancies. The Company's proprietary platform leverages its expertise in hematopoietic stem cell ("HSC") biology, genome engineering and targeted therapy development to genetically modify HSCs to remove surface targets expressed by cancer cells. Vor is headquartered in Cambridge, Massachusetts. The Company was incorporated on December 30, 2015 as a wholly owned subsidiary of PureTech Health LLC ("PureTech").

**Risks and Uncertainties**

The Company is subject to a number of risks common to development-stage companies in the biotechnology industry, including, but not limited to, risks of failure of preclinical studies and clinical trials, dependence on key personnel, protection of proprietary technology, reliance on third party organizations, risks of obtaining regulatory approval for any product candidate that it may develop, development by competitors of technological innovations, compliance with government regulations, the impact of the COVID-19 pandemic, and the need to obtain additional financing.

**Going Concern**

In accordance with Accounting Standards Update ("ASU") 2014-15, *Disclosure of Uncertainties About an Entity's Ability to Continue as a Going Concern (Subtopic 205-40)*, the Company has evaluated whether there are conditions and events that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date the financial statements are issued.

The accompanying financial statements have been prepared on a going-concern basis, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. Since its inception, the Company has primarily funded its operations with proceeds from the issuance of redeemable convertible preferred stock and convertible notes. The Company has incurred recurring losses and negative cash flows from operations since inception. As of September 30, 2020, the Company had an accumulated deficit of \$45.6 million. The Company expects its operating losses and negative operating cash flows to continue into the foreseeable future. There can be no assurance that the Company will ever earn revenues or achieve profitability, or if achieved, that the revenues or profitability will be sustained on a continuing basis. In addition, the Company's manufacturing, preclinical and clinical development activities as well as the commercialization of the Company's product candidates, if approved, will require significant additional financing.

As of the issuance date of these financial statements, the Company expects that its existing cash as of September 30, 2020, will not be sufficient to fund the Company's operating expenses and capital expenditure requirements required to continue its development activities for at least twelve months from the date of issuance of these financial statements, and therefore there is substantial doubt regarding the Company's ability to continue as a going concern. The Company plans to obtain additional funding through an initial public offering of the Company's common stock, equity financings, debt financings or other capital sources. The terms of any financing may adversely impact the holdings or the rights of the Company's stockholders.

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

**VOR BIOPHARMA INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**(Unaudited)**

operations, if at all. If the Company is unable to obtain funding, the Company could be forced to delay, reduce or eliminate some or all of its research and development programs, which could adversely affect its business and the Company may be unable to continue operations.

**2. Summary of Significant Accounting Policies**

The Company's significant accounting policies are disclosed in the audited financial statements for the years ended December 31, 2018 and 2019 ("annual financial statements"), included elsewhere in this prospectus. Since the date of those financial statements, there have been no changes to the Company's significant accounting policies.

***Interim Financial Information***

The accompanying condensed balance sheet at September 30, 2020, the pro forma condensed balance sheet at September 30, 2020 and the condensed statements of operations and comprehensive loss, statements of redeemable convertible preferred stock and stockholders' deficit, and statements of cash flows for the nine months ended September 30, 2019 and 2020 are unaudited. The interim condensed financial statements have been prepared on a basis consistent with the audited annual financial statements and, in the opinion of management, reflect all adjustments, consisting only of normal, recurring adjustments necessary for a fair presentation of the Company's financial position at September 30, 2020 and the results of its operations and its cash flows for the nine months ended September 30, 2019 and 2020. The financial data and other information disclosed in these notes related to the nine months ended September 30, 2019 and 2020 are also unaudited. The results for the nine months September 30, 2020 are not necessarily indicative of results to be expected for the full year or for any other future period.

***Pro Forma Information (Unaudited)***

The accompanying pro forma condensed balance sheet at September 30, 2020 has been prepared to give effect, upon the closing of a qualified initial public offering, to the automatic conversion of all outstanding shares of the Company's redeemable convertible preferred stock as of September 30, 2020, into 251,714,086 shares of its common stock.

The unaudited pro forma basic and diluted weighted-average common shares outstanding used in the calculation of unaudited pro forma basic and diluted net loss per share attributable to common stockholders for the nine months ended September 30, 2020 has been prepared to give effect, upon a qualified initial public offering, to the automatic conversion of all outstanding shares of the Company's redeemable convertible preferred stock into shares of its common stock as if the proposed initial public offering had occurred on January 1, 2019 or the date of issuance of the redeemable convertible preferred stock, if later. The unaudited pro forma net loss attributable to common stockholders used in the calculation of unaudited pro forma basic and diluted net loss per share attributable to common stockholders for the nine months ended September 30, 2020 excludes the effects of cumulative dividends on redeemable convertible preferred stock from the net loss attributable to common stockholders. The unaudited pro forma basic and diluted net loss per share attributable to common stockholders does not include the shares expected to be sold or related proceeds to be received in the proposed initial public offering.

***Recent Accounting Pronouncements***

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board ("FASB"), or other standard setting bodies and adopted by the Company as of the

**VOR BIOPHARMA INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**(Unaudited)**

specified effective date. Unless otherwise discussed, the impact of recently issued standards that are not yet effective will not have a material impact on the Company's financial statements upon adoption. Under the Jumpstart Our Business Startups Act of 2012, as amended (the "JOBS Act"), the Company meets the definition of an emerging growth company and has elected the extended transition period for complying with certain new or revised accounting standards pursuant to Section 107(b) of the JOBS Act.

***Recently Issued Accounting Pronouncements Not Yet Adopted***

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments* ("ASU 2016-13"). This standard significantly changes the impairment model for most financial assets and certain other instruments and will require immediate recognition of estimated credit losses expected to occur over the remaining life of many financial assets, which will generally result in earlier recognition of allowances for credit losses on loans and other financial instruments. For public business entities that meet the definition of a U.S. Securities and Exchange Commission ("SEC") filer, excluding entities eligible to be smaller reporting companies as defined by the SEC, the standard is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. For all other entities, the standard is effective for fiscal years beginning after December 15, 2022, including interim periods within those fiscal years. Early adoption is permitted. The Company is currently evaluating the impact of this new guidance on the Company's financial statements and related disclosures but does not expect the adoption of this standard to be material. Additionally, the Company plans to adopt this standard on January 1, 2023, unless it no longer meets the smaller reporting company definition.

In December 2019, the FASB issued ASU 2019-12, *Income Taxes (Topic 740)* ("ASU 2019-12"), which removes certain exceptions from the guidance and simplifies the accounting for income taxes in certain areas. This standard will be effective beginning January 1, 2021. The Company does not expect that this standard will have a material impact to the Company's financial statements.

In August 2020, the FASB issued ASU No. 2020-06, *Debt—Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging—Contracts in Entity's Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity's Own Equity* (ASU "2020-06"). This standard amends the guidance on convertible instruments and the derivatives scope exception for contracts in an entity's own equity and improves and amends the related earnings per share EPS guidance for both subtopics. This standard will be effective for annual reporting periods after December 15, 2023 and interim periods within those annual periods, and early adoption is permitted in annual reporting periods ending after December 15, 2020. The Company is currently evaluating the impact of this standard on the Company's financial statements and related disclosures, as well as timing of adoption, but does not expect the adoption of ASU 2020-06 to be material.

**VOR BIOPHARMA INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**(Unaudited)**

**3. Fair Value Measurements**

The following tables present information about the Company's financial assets and liabilities measured at fair value on a recurring basis:

(in thousands)	December 31, 2019			Total
	Level 1	Level 2	Level 3	
<b>Assets</b>				
Money market fund	\$6,280	\$ —	\$ —	\$6,280
Total	<u>\$6,280</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$6,280</u>

(in thousands)	September 30, 2020			Total
	Level 1	Level 2	Level 3	
<b>Assets</b>				
Money market fund	\$8,036	\$ —	\$ —	\$8,036
Total	<u>\$8,036</u>	<u>\$ —</u>	<u>\$ —</u>	<u>\$8,036</u>

During the year ended December 31, 2019 and nine months ended September 30, 2020, there were no transfers between levels. The fair value of the Company's cash equivalents, consisting of a money market fund, is based on quoted market prices in active markets with no valuation adjustment.

The Company believes the carrying amounts of its prepaid expenses and other current assets, restricted cash, accounts payable and accrued expenses approximate their fair value due to the short-term nature of these amounts.

**Convertible Notes Derivative Liabilities**

The fair value of the derivative liabilities recognized in connection with the Company's convertible notes were determined based on significant inputs not observable in the market, which represents a Level 3 measurement within the fair value hierarchy. The fair value of the derivative liabilities was determined using Monte Carlo simulations, which considered as inputs the, timing and probability of occurrence of a future equity financing or a change-of-control event and related cash settlement of the loans; the potential amount of the payment under each of these potential settlement scenarios; and the risk-adjusted discount rate reflecting the expected risk profile for each of the potential settlement scenarios.

The following table provides a roll forward of the aggregate fair value of the Company's derivative liabilities, for which fair value is determined using Level 3 inputs:

(in thousands)		
Balance at December 31, 2018		\$ 1,873
Change in fair value		(32)
Conversion of the convertible notes into Series A-2 redeemable convertible preferred stock		(1,841)
Balance at September 30, 2019		<u>\$ —</u>

**VOR BIOPHARMA INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**(Unaudited)**

#### 4. Accrued Expenses

Accrued expenses consisted of the following:

(in thousands)	December 31, 2019	September 30, 2020
Accrued employee-related expenses	\$ 276	\$ 1,844
Accrued research and development	308	1,223
Accrued professional fees	45	457
Accrued other	309	630
Total accrued expenses	<u>\$ 938</u>	<u>\$ 4,154</u>

#### 5. Convertible Notes

In October 2016, July 2017 and December 2018, the Company issued convertible notes in the principal amounts of approximately \$1.0 million, \$1.6 million, and \$2.5 million, respectively, (collectively, the "Convertible Notes") to its majority owner at the time, PureTech. The Convertible Notes accrued interest at an annual rate of 10%, and unless converted were due and payable by the Company on the thirtieth day following the demand by PureTech. At the election of the noteholder, upon the occurrence of the closing of a qualified financing, the unpaid balance of the Convertible Notes, plus any accrued interest through the conversion date, would be converted into the securities issued in the qualified financing at a conversion price equal to the lower of (i) 75% of the purchase price per share of such securities issued in the qualified financing and (ii) the price per share determined by dividing \$30.0 million by the fully-diluted capitalization of the Company immediately prior to the qualified financing.

The Company determined that the contingent conversion or exchange upon a next round of financing at 75% of the next round's price was an embedded derivative ("Share Settlement Obligation") that required bifurcation as derivative liabilities as well as upon issuance a reduction in the carrying value of the underlying Convertible Notes. The Company estimates the fair value of embedded Share Settlement Obligation derivatives at each issuance date based on the high probability of the triggering events. The Convertible Notes were settled into Series A-2 redeemable convertible preferred stock under the terms of the bifurcated derivative Share Settlement Obligation. The Convertible Notes and related accrued interest totaled \$5.5 million on the date of settlement in February 2019. Non-cash interest expense related to amortization of discounts created by the Share Settlement Obligation derivative values and issuance costs was \$0.6 million for the nine months ended September 30, 2019. The carrying value of the Convertible Notes and derivative liabilities were settled for approximately 18.4 million shares of Series A-2 redeemable convertible preferred stock which was recorded at issuance date fair value. The difference between the carrying amount of the Convertible Notes and the derivative liabilities and the fair value of the Preferred Stock resulted in an insignificant loss on extinguishment.

Because the conversion price for the Convertible Notes was variable, the Convertible Notes are considered to be share-settled debts and a beneficial conversion feature is not applicable.

#### 6. Redeemable Convertible Preferred Stock

As of September 30, 2020, the Company's authorized capital stock included 338,973,691 shares of its \$0.0001 par value preferred stock, of which 20,000,000 shares were designated as Series A-1

**VOR BIOPHARMA INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**(Unaudited)**

redeemable convertible preferred stock ("Series A-1"); 107,194,866 shares were designated as Series A-2 redeemable convertible preferred stock ("Series A-2") and 211,778,825 shares were designated as Series B redeemable convertible preferred stock ("Series B").

***Series A-2 Redeemable Convertible Preferred Stock Milestone Closing***

On February 5, 2020, the Company issued and sold 44,375,000 shares of Series A-2 for total gross cash proceeds of \$17.8 million related to a milestone closing.

***Series B Redeemable Convertible Preferred Stock Closing***

On June 29, 2020, the Company issued and sold 124,519,220 shares of its Series B redeemable convertible preferred stock at a per share price of \$0.52 ("Original Purchase Price") for total gross proceeds of \$64.7 million. The stock purchase agreement provides for a second closing obligating the investors in the Series B redeemable convertible preferred stock to purchase, and the Company to sell, an additional 87,259,605 shares of Series B redeemable convertible preferred stock at a per share price of \$0.52 upon the achievement of the second tranche milestone (defined as the acceptance of an Investigational New Drug application for VOR 33, which must be achieved by December 31, 2021).

The number of shares and issuance price for the second tranche closing are fixed at inception, and the timing for the closing is dependent on whether the Company meets certain research and development milestones. On the Series B redeemable convertible preferred stock commitment date, the investors have the right to purchase the pro rata number of Series B shares allocated to each investor at each closing. The Series B agreement stated that after the initial closing, if an investor fails to fund its full pro rata commitment in the Second Tranche Closing, all Series B shares held by that investor, as well as Series B shares held by its affiliates, will automatically be converted into shares of the Company's common stock at a 10:1 conversion ratio. The Series B tranche obligation is an embedded feature that does not settle and therefore, it did not meet the definition of an embedded derivative.

The holders of the Series A-1 and Series A-2 (collectively, the "Series A") and Series B have the following rights, preferences and privileges:

***Optional Conversion***

Each share of Series A and Series B is convertible into the number of shares of the Company's common stock at the preferred stockholders' option at any time, at the applicable conversion ratio, to be determined by dividing \$0.20 per share for Series A-1, \$0.40 per share for Series A-2 and \$0.52 per share for Series B by the conversion price in effect at the time of conversion. Any declared but unpaid dividends payable to Series A-1 and Series A-2 holders will be paid in cash upon conversion.

***Mandatory Conversion***

Each share of Series A-1, Series A-2 and Series B will automatically convert into shares of the Company's common stock at the then effective conversion ratio (i) upon the closing of the sale of shares of the Company's common stock to the public in an underwritten public offering, provided that the price of the common stock is at least \$0.65 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization affecting such shares) and such offering results in at least \$50.0 million of proceeds, after deducting the underwriting discount and commissions, to the Company or (ii) upon the written consent of the requisite holders.

**VOR BIOPHARMA INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**(Unaudited)**

***Voting Rights***

The preferred stock shall vote together with the common stock on an as-converted basis, and not as a separate class, except (i) the Series A-2 as a class shall be entitled to elect one (1) member of the Company's board of directors (the "Series A-2 Director"); (ii) the Series B as a class shall be entitled to elect one (1) member of the Company's board of directors (the "Series B Director" and together with the Series A-2 Director, the "Preferred Directors"); and (iii) as required by law. The number of authorized shares of the Company's common stock may be increased or decreased with the approval of a majority of the preferred and common stock, voting together as a single class, and without a separate class vote by the common stock.

***Dividends***

The Series A-2 and Series B accrues dividends on a cumulative basis at \$0.032 per share and \$0.042 per share, respectively, per annum calculated daily. The dividends shall be payable only when, as, and if declared by the Company's board of directors and the Company shall be under no obligation to pay such dividends. Series A-2 and Series B holders shall receive dividends declared in preference of Series A-1 holders and common stockholders, except for stock dividends declared and payable to common stockholders. Series A-1 holders shall receive dividends declared in preference of common stockholders, except for stock dividends declared and payable to common stockholders. No dividends have been declared or paid as of and for either of the nine months ended September 30, 2019 and 2020.

***Liquidation Preference***

In the event of any liquidation, dissolution or winding up of the Company, the proceeds shall be paid as follows: The holders of the Series B (on a pari passu basis) shall be entitled to receive in preference to the holders of the Series A-2, the Series A-1 and the Company's common stock, an amount equal to the greater of (i) the Original Purchase Price, plus any declared but unpaid dividends or (ii) the amount such holders would receive if all shares of Series B were converted into shares of the Company's common stock. After the Series B preferences are satisfied, then Series A-2 will receive the greater of the original issuance price adjusted for declared but unpaid dividends, or the amount such holder would have received if such holder had converted its shares into common stock immediately prior to such liquidation event. After the Series A-2 preferences are satisfied, any remaining assets will be distributed to Series A-1 in preference over the common stock, at the greater of the original Series A-1 issuance price adjusted for declared but unpaid dividends, or the amount such holder would have received if such holder had converted its shares into common stock immediately prior to such liquidation event. After Series B, Series A-2 and Series A-1 preferences are satisfied, any remaining assets will be distributed among common stockholders on a pro rata basis (the preferred stock are non-participatory).

The Series A and Series B shares do not have stated redemption dates, therefore the carrying value will not be accreted until a contingent deemed liquidation event becomes probable of occurring.

Based on the terms of Series A and Series B, no embedded derivatives or other features that require separate accounting were identified.



**VOR BIOPHARMA INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**(Unaudited)**

**Anti-Dilution Provisions**

In the event that the Company issues additional securities at a purchase price less than the current Series A or Series B conversion price, such conversion price shall be adjusted in accordance with a standard broad-based weighted-average formula, subject to certain exceptions.

The Company accounts for potential beneficial conversion features at the time of issuance. The Company's common stock into which each series of the Company's preferred stock is convertible had an estimated fair value less than the effective conversion prices of the preferred stock at the time of each of the issuances of the preferred stock. Therefore, there was no beneficial conversion feature on the respective commitment dates.

As of December 31, 2019, redeemable convertible preferred stock consisted of the following:

(in thousands, except share amounts)	Preferred Stock Authorized	Preferred Stock Issued and Outstanding	Carrying Value	Liquidation Value	Cumulative Undeclared Dividends	Common Stock Issuable Upon Conversion
Series A-1 redeemable convertible preferred stock	20,000,000	20,000,000	\$ 2	\$ 4,000	\$ —	20,000,000
Series A-2 redeemable convertible preferred stock	107,194,866	62,819,866	25,067	25,128	1,773	62,819,866
<b>Total</b>	<b>127,194,866</b>	<b>82,819,866</b>	<b>\$ 25,069</b>	<b>\$ 29,128</b>	<b>\$ 1,773</b>	<b>82,819,866</b>

As of September 30, 2020, redeemable convertible preferred stock consisted of the following:

(in thousands, except share amounts)	Preferred Stock Authorized	Preferred Stock Issued and Outstanding	Carrying Value	Liquidation Value	Cumulative Undeclared Dividends	Common Stock Issuable Upon Conversion
Series A-1 redeemable convertible preferred stock	20,000,000	20,000,000	\$ 2	\$ 4,000	\$ —	20,000,000
Series A-2 redeemable convertible preferred stock	107,194,866	107,194,866	42,786	42,878	4,208	107,194,866
Series B redeemable convertible preferred stock	211,778,825	124,519,220	64,548	64,750	1,320	124,519,220
<b>Total</b>	<b>338,973,691</b>	<b>251,714,086</b>	<b>\$ 107,336</b>	<b>\$ 111,628</b>	<b>\$ 5,528</b>	<b>251,714,086</b>

**7. Common Stock**

As of September 30, 2020, the Company's authorized capital stock included 420,000,000 shares of its \$0.0001 par value common stock.

**VOR BIOPHARMA INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**(Unaudited)**

Each share of common stock entitles the holder to one vote on all matters submitted to a vote of the Company's stockholders provided, however, that, except as otherwise required by law, holders of common stock shall not be entitled to vote on any amendment to the Company's 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 Delaware General Corporation Law. Common stockholders are entitled to receive dividends, as may be declared by the Company's board of directors, if any, subject to the preferential dividend rights of the Series A and Series B redeemable convertible preferred stock. No dividends have been declared or paid as of and for either of the nine months ended September 30, 2019 and 2020.

## **8. Stock-Based Compensation**

### ***2015 Plan***

In December 2015, the Company's board of directors adopted and approved, the 2015 Plan. The Company's board of directors has reserved shares of the Company's common stock for issuance under the 2015 Plan to encourage and enable the officers, employees, directors, consultants and other key persons to acquire a proprietary interest in the Company.

The 2015 Plan provides for the granting of incentive stock options, non-statutory stock options, restricted stock awards and other stock-based awards to eligible employees, officers, directors, consultants and advisors as determined by the Company's board of directors. Terms of the restricted stock awards and stock option agreements, including vesting requirements, are determined by the Company's board of directors or compensation committee of the board, subject to the provisions of the 2015 Plan.

In February 2019, the Company's board of directors approved an amendment to the 2015 Plan (the "2019 Plan Amendment"). The 2019 Plan Amendment increased the maximum number of shares reserved for issuance under the 2015 Plan by 17,005,403 shares to a total of 20,755,403 shares. In February 2020 and June 2020, the Company's board of directors approved amendments to the 2015 Plan (collectively the "2020 Plan Amendments"). The 2020 Plan Amendments increased the maximum number of shares reserved for issuance under the 2015 Plan by a total of 50,915,256 shares to a total of 71,670,659 shares. As of September 30, 2020, the total number of shares of the Company's common stock available to be issued under the 2015 Plan was 7,674,601 shares.

**VOR BIOPHARMA INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**(Unaudited)**

**Stock Options**

The Company's stock options generally vest over 48 months with 25% vesting after one year followed by ratable monthly vesting over three years and have a contractual term of 10 years. The weighted-average assumptions used principally in determining the fair value of options granted were as follows:

	Nine Months Ended September 30,	
	2019	2020
Fair value of common stock	\$0.07	\$0.14
Expected term (in years)	6.1	6.0
Expected volatility	76.4%	77.0%
Risk-free interest rate	1.9%	0.4%
Dividend yield	—	—

The following table summarizes the Company's stock option activity for the nine months ended September 30, 2020:

	Shares	Weighted- Average Exercise Price	Weighted- Average Remaining Contractual Term (in years)	Aggregate Intrinsic Value (in thousands)
Outstanding at December 31, 2019	16,822,962	\$ 0.08	9.33	\$ 1,156
Granted	47,022,473	\$ 0.14		
Exercised	(2,146,048)	\$ 0.10		
Forfeited	(230,678)	\$ 0.09		
Outstanding at September 30, 2020	<u>61,468,709</u>	\$ 0.13	9.50	\$ 14,169
Exercisable at September 30, 2020	<u>11,040,030</u>	\$ 0.10	8.88	\$ 2,856

The aggregate intrinsic value of options is calculated as the difference between the exercise price of the stock options and the fair value of the Company's common stock for those stock options that had exercise prices lower than the fair value of the common stock as of the end of the period.

The weighted-average grant-date fair value of stock options granted during the nine months ended September 30, 2020 was \$0.14 per share. As of September 30, 2020, total unrecognized compensation expense related to stock options was \$6.8 million, which is expected to be recognized over a weighted-average period of 3.47 years.

During the nine months ended September 30, 2020, options for 50,229 shares with a weighted-average exercise price of \$0.10 and a weighted-average grant date fair value of \$0.06 were exercised but unvested at the time of exercise. As of the September 30, 2020, options for 4,118,570 shares with a weighted average exercise price of \$0.10 were exercised and unvested. The underlying proceeds from the unvested exercises of \$0.4 million is recorded in other current liabilities on the condensed balance sheet.

**VOR BIOPHARMA INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**(Unaudited)**

**Stock-Based Compensation**

Stock-based compensation expense was allocated as follows:

(in thousands)	Nine Months Ended September 30,	
	2019	2020
Research and development	\$ 70	\$ 374
General and administrative	19	374
Total stock-based compensation expense	<u>\$ 89</u>	<u>\$ 748</u>

**9. Leases****Cambridge Park Lease**

In December 2019, the Company entered into a lease agreement for its new corporate office and laboratory facility (the "Cambridge Park Lease") in Cambridge, Massachusetts and began occupying the space in June 2020. The Cambridge Park Lease has a term of 10 years, beginning on the rent commencement date which is two months after the lease commencement date. There are no options to extend the lease.

The Cambridge Park lease contains scheduled rent increases over the lease term. The Company was responsible for any leasehold improvements over the improvement allowance, which was accounted for as additional rent payments. In addition, the Cambridge Park lease required the Company to deliver an irrevocable standby letter of credit in an amount of \$1.6 million to the landlord as security for the Company's performance and observance of the terms, conditions and covenants of the lease for the period commencing on the effective date of the Cambridge Park lease. This letter of credit will increase to \$1.9 million when certain conditions are met by the landlord and may decrease under certain conditions after the third anniversary of the rent commencement date.

The lease commencement date, for accounting purposes, was deemed to be reached as of June 30, 2020 and therefore the lease is included as an operating lease right-of-use asset and operating lease liability as of September 30, 2020.

**Vivarium Lease**

In March 2020, the Company entered into a lease agreement for Vivarium space (the "Vivarium Lease") in Cambridge, Massachusetts and began occupying the space in April 2020 with annual rent payments of \$0.2 million. The Vivarium Lease has a lease term for accounting purposes of two years. The lease commencement date was reached as of June 30, 2020 and therefore the lease is included as an operating lease right-of-use asset and operating lease liability as of September 30, 2020.

On the lease commencement date, the Company identified and assessed the following significant assumptions in recognizing its right-of-use assets and corresponding lease liabilities:

- As the Cambridge Park and Vivarium Leases did not provide an implicit rate, the Company estimated the incremental borrowing rate in calculating the present value of the lease payments based on the respective lease term.

**VOR BIOPHARMA INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**(Unaudited)**

- Since the Company elected to account for each lease component and its associated non-lease components as a single combined component, all contract consideration was allocated to the combined lease component; and
- The expected lease terms included all noncancelable lease periods.

The elements of lease expense were as follows:

(in thousands)	Nine Months Ended September 30,	
	2019	2020
Operating lease cost	\$ —	\$ 1,033
Short-term lease cost	201	308
Variable lease cost	47	90
Total lease cost	<u>\$ 248</u>	<u>\$ 1,431</u>
<b>Other Information</b>		
Cash paid for amounts included in the measurement of lease liabilities		
Operating cash flows from (for) operating leases	\$ —	\$ 125
Right-of-use assets obtained in exchange for lease obligations	\$ —	\$17,899
Weighted-average remaining lease term	—	9.8
Weighted-average discount rate	—	9.36%

Right-of-use lease assets and lease liabilities are reported in the Company's consolidated balance sheets as follows:

(in thousands)	September 30, 2020
<b>Assets</b>	
Operating right-of-use assets	\$ 17,439
<b>Liabilities</b>	
Operating lease liabilities, current	\$ 713
Operating lease liabilities, non-current	17,731
Total lease liabilities	<u>\$ 18,444</u>

**10. License Agreements**

The Company has agreements with third parties in the normal course of business under which it has obtained licenses for certain developed technologies.

***Columbia License Agreement***

In April 2016 (and amended in February 2019), the Company entered into an exclusive license agreement (the "2016 Agreement") with The Trustees of Columbia University in the City of New York ("Columbia"). Under the 2016 Agreement, the Company has exclusively licensed the worldwide rights to key patents, technical information and use of materials.

In connection with the 2016 Agreement, the Company paid Columbia an upfront license fee of \$25,000. Beginning in 2019, the Company is required to pay Columbia an annual license fee in the low

**VOR BIOPHARMA INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**(Unaudited)**

five digits. The Company is also obligated to make milestone payments to Columbia of up to an aggregate of \$0.2 million upon the achievement of certain clinical milestones and milestone payments to Columbia of up to an aggregate of \$4.25 million for certain regulatory and commercial milestones for the first two products. In addition, the Company is required to pay Columbia escalating low single digits royalties on cumulative annual net sales of licensed products.

In partial consideration for the licenses granted under the 2016 Agreement, the Company issued Columbia 1,250,000 shares of common stock of the Company, which the Company previously expensed based on the fair value of the shares of common stock issued.

**11. Related Party Transactions**

The Company had an agreement with one of its shareholders, PureTech, for consulting and management services during the nine months ended September 30, 2019. Additionally, PureTech had paid certain Company expenses directly on behalf of the Company. The Company incurred expenses of approximately \$0.9 million related to such services during the nine months ended September 30, 2019. This agreement was terminated in February 2019 and no amounts were owed to PureTech at either December 31, 2019 or September 30, 2020.

**12. Income Taxes**

For the nine months ended September 30, 2019 and 2020, the Company did not record a current or deferred income tax expense or benefit due to current and historical losses incurred by the Company as it has a full valuation allowance on its net deferred tax assets. The Company's losses before income taxes consist solely of losses from domestic operations. The Company's estimate of the realizability of the deferred tax asset is dependent on estimates of projected future levels of taxable income. In analyzing future taxable income levels, the Company considered all evidence currently available, both positive and negative.

**VOR BIOPHARMA INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**(Unaudited)**

**13. Net Loss Per Share and Pro Forma Net Loss Per Share (Unaudited)**

The following table sets forth the computation of the Company's basic and diluted net loss per share for the nine months ended September 30, 2019 and 2020 and the unaudited pro forma basic and diluted net loss per share for the nine months ended September 30, 2020:

(in thousands, except share and per share amounts)	Nine Months Ended September 30,	
	2019	2020
<b>Numerator:</b>		
Net loss	\$ (6,946)	\$ (27,674)
Cumulative dividends on redeemable convertible preferred stock	<u>(1,267)</u>	<u>(3,755)</u>
Net loss attributable to common stockholders	<u>\$ (8,213)</u>	<u>\$ (31,429)</u>
<b>Denominator:</b>		
Weighted-average number of common shares outstanding, basic and diluted	<u>1,548,377</u>	<u>2,403,710</u>
Net loss per share attributable to common stockholders, basic and diluted	<u>\$ (5.30)</u>	<u>\$ (13.08)</u>
Net loss attributable to common stockholders		\$ (31,429)
Cumulative dividends on redeemable convertible preferred stock		<u>3,755</u>
Pro forma net loss attributable to common stockholders		<u>\$ (27,674)</u>
Pro forma adjustment to reflect automatic conversion of redeemable convertible preferred stock to common stock upon the completion of the proposed initial public offering (unaudited)		163,628,397
Pro forma weighted-average common shares outstanding, basic and diluted (unaudited)		<u>166,032,107</u>
Pro forma net loss per share attributable to common stockholders, basic and diluted (unaudited)		<u>\$ (0.17)</u>

Unaudited pro forma net loss per share attributable to common stockholders is computed using the weighted-average number of common shares outstanding after giving effect to the conversion of all outstanding shares of the Company's redeemable convertible preferred stock into shares of its common stock as if such conversion had occurred on January 1, 2019, or the date of issuance, if later.

**VOR BIOPHARMA INC.**  
**NOTES TO CONDENSED FINANCIAL STATEMENTS**  
**(Unaudited)**

As of September 30, 2019 and 2020, the Company's potentially dilutive securities were redeemable convertible preferred stock and stock options. Based on the amounts outstanding at September 30, 2019 and 2020, the Company excluded the following potential common shares from the computation of diluted net loss per share attributable to common stockholders because including them would have had an anti-dilutive effect:

	Nine Months Ended September 30,	
	2019	2020
Series A-1 redeemable convertible preferred stock	20,000,000	20,000,000
Series A-2 redeemable convertible preferred stock	62,819,866	107,194,866
Series B redeemable convertible preferred stock	—	124,519,220
Options to purchase common stock	13,272,783	61,468,709

#### 14. Deferred Offering Costs

The Company capitalizes certain legal, professional accounting, and other third-party fees that are directly associated with in-process equity financings as deferred offering costs until such financings are consummated. After consummation of the equity financing, these costs will be recorded as a reduction to additional paid-in capital generated as a result of the offering. Should the planned equity financing be abandoned, the deferred offering costs will be expensed immediately as a charge to operating expenses in the consolidated statements of operations and comprehensive income (loss). During the nine months ended September 30, 2020, the Company incurred \$0.4 million in deferred offering costs that are included in other assets on the condensed balance sheet.

#### 15. Subsequent Events

The Company has evaluated all subsequent events that occurred after the balance sheet date through the date the financial statements were issued. The following events occurred subsequent to September 30, 2020:

##### ***National Institutes of Health License Agreement***

In October 2020, the Company entered into a patent license agreement (the "Patent License") with the U.S. Department of Health and Human Services, as represented by National Cancer Institute ("NCI") of the National Institutes of Health. Pursuant to the terms of the Patent License, the Company is required to pay NCI a license issue fee in the aggregate amount of \$400,000. The terms of the Patent License also require the Company to pay NCI de minimis minimum annual royalties, which royalties are creditable against earned royalties on sales of licensed products or licensed processes. The Company must also pay NCI tiered royalties on net sales of licensed products at rates in the low single digits. The Company is also required to pay NCI one-time milestone payments upon successful completion of specified clinical and regulatory milestones relating to the licensed products. The aggregate potential milestone payments are \$8.0 million. In addition, the Company is required to pay NCI one-time milestone payments following aggregate net sales of licensed products at certain net sales up to \$2.0 billion. The aggregate potential amount of these milestone payments is \$6.0 million. To the extent the Company enters into a sublicensing agreement relating to a licensed product, the Company is required to pay NCI a percentage of the non-royalty based consideration received from a sublicensee, with specified exclusions, which percentage ranges from the low single digits to low



**VOR BIOPHARMA INC.  
NOTES TO CONDENSED FINANCIAL STATEMENTS  
(Unaudited)**

double digits. The Company is also required to reimburse NCI for its past patent expenses for the licensed patent rights, with such amounts being payable in three installments during the term of the Patent License, as well as the Company's pro rata share of future patent expenses, in each case, in connection with NCI's prosecution or maintenance of the licensed patent rights.

***Closing of the Series B Second Tranche Milestone***

On January 8, 2021, the Company issued and sold 87,259,605 shares of Series B redeemable convertible preferred stock at a price of \$0.52 per share, for total gross and net proceeds of \$45.4 million.

Shares

**Vor Biopharma Inc.**

Common Stock

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**Goldman Sachs & Co. LLC**

**Evercore ISI**

**Barclays**

**Stifel**

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Through and including \_\_\_\_\_, 2021 (the 25th day after the commencement of this offering), all dealers that buy, sell or trade shares of our common stock, whether or not participating in this offering, may be required to deliver a prospectus. This delivery requirement is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

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## PART II

## INFORMATION NOT REQUIRED IN PROSPECTUS

**Item 13. Other Expenses of Issuance and Distribution.**

The following table indicates the expenses to be incurred in connection with the offering described in this registration statement, other than underwriting discounts and commissions, all of which will be paid by us. All amounts are estimated except the Securities and Exchange Commission (SEC) registration fee, the Financial Industry Regulatory Authority, Inc. (FINRA) filing fee and the Nasdaq Global Market initial listing fee.

	Amount Paid or to Be Paid
SEC registration fee	\$16,365
FINRA filing fee	23,000
Nasdaq Global Market initial listing fee	*
Accountants' fees and expenses	*
Legal fees and expenses	*
Blue sky fees and expenses	*
Transfer agent's fees and expenses	*
Printing and engraving expenses	*
Miscellaneous	*
Total expenses	\$ *

\* To be provided by amendment

**Item 14. Indemnification of Directors and Officers.**

We are incorporated under the laws of the State of Delaware. Section 102 of the Delaware General Corporation Law permits a corporation to eliminate the personal liability of directors of a corporation to the corporation or its stockholders for monetary damages for a breach of fiduciary duty as a director, except where the director breached his duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit.

Section 145 of the Delaware General Corporation Law provides that a corporation has the power to indemnify a director, officer, employee or agent of the corporation and certain other persons serving at the request of the corporation in related capacities against expenses (including attorneys' fees), judgments, fines and amounts paid in settlements actually and reasonably incurred by the person in connection with an action, suit or proceeding to which he is or is threatened to be made a party by reason of such position, if such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, in any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that, in the case of actions brought by or in the right of the corporation, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or other adjudicating court determines that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

As permitted by the Delaware General Corporation Law, our amended and restated certificate of incorporation and bylaws to be in effect upon the closing of this offering will provide that: (i) we are required to indemnify our directors to the fullest extent permitted by the Delaware General Corporation Law; (ii) we may, in our discretion, indemnify our officers, employees and agents as set forth in the

## [Table of Contents](#)

Delaware General Corporation Law; (iii) we are required, upon satisfaction of certain conditions, to advance all expenses incurred by our directors in connection with certain legal proceedings; (iv) the rights conferred in the bylaws are not exclusive; and (v) we are authorized to enter into indemnification agreements with our directors, officers, employees and agents.

In connection with this offering, we expect to enter into indemnification agreements with each of our directors and executive officers that require us to indemnify them against expenses, judgments, fines, settlements and other amounts that any such person becomes legally obligated to pay (including with respect to a derivative action) in connection with any proceeding, whether actual or threatened, to which such person may be made a party by reason of the fact that such person is or was a director or officer of us or any of our affiliates, provided such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, our best interests. The indemnification agreements will also set forth certain procedures that will apply in the event of a claim for indemnification thereunder. We intend to enter into similar indemnification agreements with our executive officers prior to the completion of this offering. At present, no litigation or proceeding is pending that involves any of our directors or officers regarding which indemnification is sought, nor are we aware of any threatened litigation that may result in claims for indemnification.

We maintain a directors' and officers' liability insurance policy. The policy insures directors and officers against unindemnified losses arising from certain wrongful acts in their capacities as directors and officers and reimburses us for those losses for which we have lawfully indemnified the directors and officers. The policy contains various exclusions.

In addition, the underwriting agreement filed as Exhibit 1.1 to this Registration Statement provides for indemnification by the underwriters of us and our officers and directors for certain liabilities arising under the Securities Act, or otherwise. Our amended and restated investor rights agreement with certain investors also provides for cross-indemnification in connection with any registration of our common stock on behalf of such investors.

### **Item 15. Recent Sales of Unregistered Securities.**

The following list sets forth information regarding all unregistered securities sold by us within the past three years.

#### ***Issuances of Convertible Notes***

In December 2018, we issued convertible promissory notes (Convertible Notes) in the principal amount of approximately \$2.5 million to one investor. The Convertible Notes and accrued interest thereon converted into shares of our Series A-2 convertible preferred stock in February 2019 in connection with our Series A convertible preferred stock financing.

#### ***Issuances of Preferred Stock***

In February 2019, we issued an aggregate of 62,819,866 shares of our Series A-2 convertible preferred stock to eight investors. The purchase price per share of Series A-2 convertible preferred stock was \$0.40, and we received gross proceeds of approximately \$23.3 million, including the conversion of the Convertible Notes and other convertible notes issued in October 2016 and July 2017 at a discounted purchase price per share of \$0.30.

In February 2020, we issued an aggregate of 44,375,000 shares of our Series A-2 convertible preferred stock to nine investors at a purchase price of \$0.40 per share, for aggregate consideration of \$17.8 million.

In June 2020, we issued an aggregate of 124,519,220 shares of our Series B convertible preferred stock to 33 investors at a purchase price of \$0.52 per share, for aggregate consideration of \$64.7 million.

In January 2021, we issued an aggregate of 87,259,605 shares of our Series B convertible preferred stock to 22 investors at purchase price of \$0.52 per share, for aggregate consideration of \$45.4 million.

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[Table of Contents](#)

***Issuances Outside of Our Equity Plan***

In October 2020, we granted an option to purchase 4,000,000 shares of our common stock outside of our equity incentive plan at an exercise price of \$2.08 to an advisor.

***Issuances Pursuant to Our Equity Plan***

Since January 15, 2018, we have granted options under our 2015 Stock Incentive Plan to purchase an aggregate of 69,019,278 shares of common stock, at exercise prices ranging from \$0.0001 to \$0.48 per share, to our employees, directors and consultants. Of these, 8,836,981 shares of common stock have been issued upon the exercise of options, and 396,908 options have been cancelled.

None of the foregoing transactions involved any underwriters, underwriting discounts or commissions, or any public offering. Unless otherwise specified above, we believe these transactions were exempt from registration under the Securities Act in reliance on Section 4(a)(2) of the Securities Act (and Regulation D promulgated thereunder) or Rule 701 promulgated under Section 3(b) of the Securities Act as transactions by an issuer not involving any public offering or under benefit plans and contracts relating to compensation as provided under Rule 701. The recipients of the securities in each of these transactions represented their intentions to acquire the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were placed on the share certificates issued in these transactions. All recipients had adequate access, through their relationships with us, to information about us. The sales of these securities were made without any general solicitation or advertising.

## [Table of Contents](#)

### **Item 16. Exhibits and Financial Statement Schedules.**

(a) Exhibits.

The exhibits listed below are filed as part of this registration.

<u>Exhibit Number</u>	<u>Description of Exhibit</u>
1.1*	Form of Underwriting Agreement
3.1	<a href="#">Amended and Restated Certificate of Incorporation of the Registrant (as currently in effect)</a>
3.2	<a href="#">Bylaws of the Registrant (currently in effect)</a>
3.3*	Form of Amended and Restated Certificate of Incorporation of the Registrant (to be effective upon the closing of this offering)
3.4*	Form of Amended and Restated Bylaws of the Registrant (to be effective upon the closing of this offering)
4.1*	Form of Common Stock Certificate of the Registrant
4.2*	Amended and Restated Investors' Rights Agreement, by and among the Registrant and certain of its stockholders, dated June 30, 2020, as amended
5.1*	Opinion of Cooley LLP
10.1†	<a href="#">Exclusive License Agreement, by and between the Registrant and The Trustees of Columbia University in the City of New York, dated April 28, 2016</a>
10.2†	<a href="#">First Amendment to Exclusive License Agreement, by and between the Registrant and The Trustees of Columbia University in the City of New York, dated February 12, 2019</a>
10.3†	<a href="#">Patent License Agreement, by and between the Registrant and the U.S. Department of Health and Human Services, as represented by the National Cancer Institute, dated October 30, 2020</a>
10.4	<a href="#">Lease Agreement, by and between the Registrant and PPF Off 100 Cambridge Park Drive, LLC, dated December 17, 2019</a>
10.5+	<a href="#">2015 Stock Incentive Plan and Forms of Option Grant Agreements, Exercise Notices and Restricted Stock Agreement</a>
10.6+*	2021 Equity Incentive Plan and Forms of Stock Option Grant Notice, Stock Option Agreement, Restricted Stock Unit Grant Notice and Restricted Stock Unit Award Agreement
10.7+*	2021 Employee Stock Purchase Plan
10.8+	<a href="#">Form of Indemnification Agreement with Executive Officers and Directors</a>
10.9+	<a href="#">Offer Letter, by and between the Registrant and Robert Ang, dated June 28, 2019</a>
10.10+	<a href="#">Offer Letter, by and between the Registrant and Sadik Kassim, dated August 12, 2019</a>
10.11+	<a href="#">Offer Letter, by and between the Registrant and Christopher Slapak, dated July 2, 2020</a>
10.12+	<a href="#">Offer Letter, by and between the Registrant and Nathan Jorgensen, dated March 20, 2020</a>
10.13+	<a href="#">Offer Letter, by and between the Registrant and Tirtha Chakraborty, dated August 28, 2019</a>
10.14+*	Non-Employee Director Compensation Policy
21.1	<a href="#">Subsidiaries of the Registrant</a>
23.1	<a href="#">Consent of Ernst &amp; Young LLP, independent registered public accounting firm</a>
23.2*	Consent of Cooley LLP (included in Exhibit 5.1)
24.1	<a href="#">Power of Attorney (included on signature page)</a>

+ Indicates management contract or compensatory plan.

## [Table of Contents](#)

- † Portions of the exhibit have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.
- \* To be filed by amendment.

### (b) Financial Statement Schedules.

Schedules not listed above 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.

The undersigned Registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement, certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

Insofar as indemnification for liabilities arising under the Securities 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 SEC such indemnification is against public policy as expressed in the Securities 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 Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

- (1) For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.
- (2) For the purpose of determining any liability under the Securities Act, 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.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized in the City of Cambridge, Commonwealth of Massachusetts, on this 15<sup>th</sup> day of January, 2021.

### VOR BIOPHARMA INC.

By: /s/ Robert Ang  
Robert Ang, M.B.B.S.  
President and Chief Executive Officer

KNOW ALL BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Robert Ang and Nathan Jorgensen, and each of them, as his or her true and lawful agents, proxies and attorneys-in-fact, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities; to (i) act on, sign and file with the Securities and Exchange Commission any and all amendments (including post-effective amendments) to this registration statement together with all schedules and exhibits thereto and any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended, together with all schedules and exhibits thereto; (ii) act on, sign and file such certificates, instruments, agreements and other documents as may be necessary or appropriate in connection therewith; (iii) act on and file any supplement to any prospectus included in this registration statement or any such amendment or any subsequent registration statement filed pursuant to Rule 462(b) under the Securities Act of 1933, as amended; and (iv) take any and all actions which may be necessary or appropriate to be done, as fully for all intents and purposes as he might or could do in person, hereby approving, ratifying and confirming all that such agent, proxy and attorney-in-fact or any of his substitutes may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Robert Ang</u> Robert Ang, M.B.B.S.	President, Chief Executive Officer and Director ( <i>Principal Executive Officer</i> )	January 15, 2021
<u>/s/ Nathan Jorgensen</u> Nathan Jorgensen, Ph.D.	Chief Financial Officer ( <i>Principal Financial Officer and Principal Accounting Officer</i> )	January 15, 2021
<u>/s/ Daniella Beckman</u> Daniella Beckman	Director	January 15, 2021
<u>/s/ David C. Lubner</u> David C. Lubner	Director	January 15, 2021
<u>/s/ Sven (Bill) Ante Lundberg</u> Sven (Bill) Ante Lundberg, M.D.	Director	January 15, 2021
<u>/s/ Kush M. Parmar</u> Kush M. Parmar, M.D., Ph.D.	Director	January 15, 2021
<u>/s/ Matthew Patterson</u> Matthew Patterson	Director	January 15, 2021
<u>/s/ Joshua Resnick</u> Joshua Resnick, M.D.	Director	January 15, 2021



**AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
VOR BIOPHARMA INC.**

(Pursuant to Sections 242 and 245 of the  
General Corporation Law of the State of Delaware)

Vor Biopharma, 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 Vor Biopharma Inc., and that this corporation was originally incorporated pursuant to the General Corporation Law on December 30, 2015 under the name Vor Biopharma Inc.

2. That the Board of Directors duly adopted resolutions proposing to amend and restate the Certificate of Incorporation of this corporation, 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 Certificate of Incorporation of this corporation be amended and restated in its entirety to read as follows:

**FIRST:** The name of this corporation is Vor Biopharma Inc. (the “**Corporation**”).

**SECOND:** The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle, 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:** The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) 420,000,000 shares of Common Stock, \$0.0001 par value per share (“**Common Stock**”) and (ii) 338,973,691 shares of Preferred Stock, \$0.0001 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 the 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 Amended and Restated 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 this Amended and Restated Certificate of Incorporation or pursuant to the General Corporation Law. There shall be no cumulative voting. 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 this Amended and Restated 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**

20,000,000 shares of the authorized Preferred Stock of the Corporation are hereby designated “**Series A-1 Preferred Stock**”, 107,194,866 shares of the authorized Preferred Stock of the Corporation are hereby designated “**Series A-2 Preferred Stock**” and 211,778,825 shares of the authorized and unissued Preferred Stock of the Corporation are hereby designated “**Series B Preferred Stock.**” The Series A-1 Preferred Stock, the Series A-2 Preferred Stock and the Series B Preferred Stock shall have the rights, preferences, powers, privileges and restrictions, qualifications and limitations set forth herein. Unless otherwise indicated, references to “sections” or “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 **Series B Dividends.** From and after the date of the issuance of any shares of Series B Preferred Stock, dividends at the rate per annum of \$0.0416 per share shall accrue on such shares of Series B Preferred Stock (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) (the “**Series B Dividend**”). Series B Dividend shall accrue from day to day, whether or not declared, and shall be cumulative; *provided, however*, that except as set forth in the following sentence of this Section 1.1, such Series B Dividend shall be payable only when, as, and if declared by the Board of Directors and the Corporation shall be under no obligation to pay such Series B Dividend. The Corporation shall not declare, pay or set aside any dividends on shares of any other 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 this Amended and Restated Certificate of Incorporation) the holders of the Series B Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series B Preferred Stock in an amount at least equal to the greater of (i) the amount of the aggregate Series B Dividend then accrued on such share of Series B Preferred Stock and not previously paid and (ii) (A) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Series B Preferred Stock as would equal the product of (1) 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 a share of Series B Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (B) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Series B Preferred Stock 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 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 an amount equal to the Series B 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 Series B Preferred Stock pursuant to this Section 1 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Series B Preferred Stock dividend. The “**Series B Original Issue Price**” shall mean \$0.52 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.

1.2 Series A-2 Dividends. From and after the date of the issuance of any shares of Series A-2 Preferred Stock, dividends at the rate per annum of \$0.032 per share shall accrue on such shares of Series A-2 Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A-2 Preferred Stock) (the “**Series A-2 Dividend**”). Series A-2 Dividend shall accrue from day to day, whether or not declared, and shall be cumulative; *provided, however*, that except as set forth in the following sentence of this Section 1.2, such Series A-2 Dividend shall be payable only when, as, and if declared by the Board of Directors and the Corporation shall be under no obligation to pay such Series A-2 Dividend. The Corporation shall not declare, pay or set aside any dividends on shares of any other 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 this Amended and Restated Certificate of Incorporation) the holders of the Series A-2 Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series A-2 Preferred Stock in an amount at least equal to the greater of (i) the amount of the aggregate Series A-2 Dividend then accrued on such share of Series A-2 Preferred Stock and not previously paid and (ii) (A) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Series A-2 Preferred Stock as would equal the product of (1) 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 a share of Series A-2 Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (B) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Series A-2 Preferred Stock 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 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 an amount equal to the Series A-2 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 Series A-2 Preferred Stock pursuant to this Section 1.2 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Series A-2 Preferred Stock dividend. The “**Series A-2 Original Issue Price**” shall mean \$0.40 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-2 Preferred Stock.

1.3 Series A-1 Dividends. Subject to Subsection 1.1 and 1.2, the Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock or dividends) unless (in addition to the obtaining of any consents required elsewhere in this Amended and Restated Certificate of Incorporation) the holders of the Series A-1 Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series A-1 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, that dividend per share of Series A-1 Preferred Stock as would equal the product of (A) 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 (B) the number of shares of Common Stock issuable upon conversion of a share of Series A-1 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, at a rate per share of Series A-1 Preferred Stock determined by (A) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price 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 (B) multiplying such fraction by an amount equal to the Series A-1 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 Series A-1 Preferred Stock pursuant to this Section 1.3 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Series A-1 Preferred Stock dividend. The “**Series A-1 Original Issue Price**” shall mean \$0.20 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-1 Preferred Stock.

## 2. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

2.1 Preferential Payments to Holders of Series B Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of shares of Series B Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders, and in the event of a Deemed Liquidation Event (as defined below), the holders of shares of Series B Preferred Stock then outstanding shall be entitled to be paid out of the consideration payable to stockholders in such Deemed Liquidation Event or out of the Available Proceeds (as defined below), as applicable, before any payment shall be made to the holders of Common Stock, Series A-2 Preferred or Series A-1 Preferred Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the Series B Original Issue Price, plus any dividends declared but unpaid thereon, or (ii) such amount per share as would have been payable had all shares of Series B Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “**Series B Liquidation Amount**”). 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 B Preferred Stock the full amount to which they shall be entitled under this Subsection 2.1, the holders of shares of Series B 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.

2.2 Preferential Payments to Holders of Series A-2 Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of shares of Series A-2 Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders, and in the event of a Deemed Liquidation Event, after the payment of all preferential amounts required to be paid to the holders of shares of Series B Preferred Stock pursuant to Subsection 2.1, the holders of shares of Series A-2 Preferred Stock then outstanding shall be entitled to be paid out of the consideration payable to stockholders in such Deemed Liquidation Event or out of the Available Proceeds, as applicable, before any payment shall be made to the holders of Common Stock or Series A-1 Preferred Stock by reason of their ownership thereof, an amount per share equal to the greater of (i) the Series A-2 Original Issue Price, plus any dividends declared but unpaid thereon, or (ii) such amount per share as would have been payable had all shares of Series A-2 Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “**Series A-2 Liquidation Amount**”). 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 A-2 Preferred Stock the full amount to which they shall be entitled under this Subsection 2.2, the holders of shares of Series A-2 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 Preferential Payments to Holders of Series A-1 Preferred Stock.** In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of shares of Series A-1 Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders, and in the event of a Deemed Liquidation Event, after the payment of all preferential amounts required to be paid to the holders of shares of Series B Preferred Stock and Series A-2 Preferred Stock pursuant to Subsection 2.1 and 2.2 hereof, the holders of shares of Series A-1 Preferred Stock then outstanding shall be entitled to be paid out of the consideration payable to stockholders in such Deemed Liquidation Event or out of the Available Proceeds (as defined below), as applicable, 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 Series A-1 Original Issue Price, plus any dividends declared but unpaid thereon, or (ii) such amount per share as would have been payable had all shares of Series A-1 Preferred Stock been converted into Common Stock pursuant to Section 4 immediately prior to such liquidation, dissolution, winding up or Deemed Liquidation Event (the amount payable pursuant to this sentence is hereinafter referred to as the “**Series A-1 Liquidation Amount**” and, together with the Series B Liquidation Amount and Series A-2 Liquidation Amount, the “**Preferred Liquidation Amounts**”). 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 A-1 Preferred Stock the full amount to which they shall be entitled under this Subsection 2.3, subject to Subsections 2.1 and 2.2, the holders of shares of Series A-1 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.

**2.4 Payments to Holders of Common Stock.** In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, after the payment in full of all Preferred 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 or, in the case of a Deemed Liquidation Event, the consideration not payable to the holders of shares of Preferred Stock pursuant to Subsection 2.1, 2.2 or 2.3 or the remaining Available Proceeds, as the case may be, shall be distributed among the holders of shares of Common Stock, pro rata based on the number of shares held by each such holder.

#### **2.5 Deemed Liquidation Events.**

**2.5.1 Definition.** Each of the following events shall be considered a “**Deemed Liquidation Event**” unless the holders of a majority of the outstanding shares of Series B Preferred Stock (the “**Requisite Holders**”) 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) (1) 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 (2) the sale or disposition (whether by merger, consolidation or otherwise, and whether in a single transaction or a series of related transactions) 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.

#### 2.5.2 Effecting a Deemed Liquidation Event.

(a) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Subsection 2.5.1(a)(i) 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 in such Deemed Liquidation Event shall be paid to the holders of capital stock of the Corporation in accordance with Subsections 2.1, 2.2, 2.3 and 2.4.

(b) In the event of a Deemed Liquidation Event referred to in Subsection 2.5.1(a)(ii) or 2.5.1(b), 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 to each holder of Preferred Stock no later than the ninetieth (90<sup>th</sup>) 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 Requisite Holders 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 of the Corporation), together with any other assets of the Corporation available for distribution to its stockholders, all to the extent permitted by Delaware law governing distributions to stockholders (the “**Available Proceeds**”), on the one hundred fiftieth (150<sup>th</sup>) day after such Deemed Liquidation Event (the “**Redemption Date**”), to redeem all outstanding shares of Preferred Stock at a price per share equal to the applicable Preferred Liquidation Amount. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Preferred Stock, the Corporation shall *first* ratably redeem each holder’s shares of Series B Preferred Stock to the fullest extent of such Available Proceeds based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, and shall redeem any remaining shares of Series B Preferred Stock as soon as it may lawfully do so under Delaware law governing distributions to stockholders, *second*, ratably redeem each holder’s shares of Series A-2 Preferred Stock to the fullest extent of such remaining Available Proceeds after the payment to holders of Series A-2 Preferred Stock of all amounts owed thereto pursuant to this Subsection 2.5.2(b) based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, and shall redeem any remaining shares of Series A-2 Preferred Stock as soon as it may lawfully do so under Delaware law governing distributions to stockholders, *third*, ratably redeem each holder’s shares of Series A-1 Preferred Stock to the fullest extent of such remaining Available Proceeds after the payment to holders of Series A-1 Preferred Stock of all amounts owed thereto pursuant to this Subsection 2.5.2(b) based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, and shall redeem any remaining shares of Series A-1 Preferred Stock as soon as it may lawfully do so under Delaware law governing distributions to stockholders. Prior to the distribution or redemption provided for in this Subsection 2.5.2(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.

(c) Redemption Notice. The Corporation shall send a written notice of the redemption (the “**Redemption Notice**”) to each holder of record of Preferred Stock not less than twenty (20) days prior to the Redemption Date. Such Redemption Notice shall state:

(i) the number of shares of Preferred Stock held by the holder that the Corporation shall redeem on the

Redemption Date

(ii) the Redemption Date and the applicable Preferred Liquidation Amount; and

(iii) 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) Surrender of Certificates; Payment. 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, shall, if a holder of shares in certificated form, 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, in the manner and at the place designated in the notice described in Subsection 2.5.2(c), and thereupon the amount payable for such shares in accordance with Subsection 2.5.2(c) shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof. In the event less than all of the shares of Preferred Stock represented by a certificate are redeemed, a new certificate, instrument, or book entry representing the unredeemed shares of Preferred Stock shall promptly be issued to such holder.

(e) Rights Subsequent to Redemption. If the notice described in Subsection 2.5.2(c) shall have been duly given, and if on the Redemption Date the amount 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 in a timely manner, then notwithstanding that any certificates evidencing any of the shares of Preferred Stock so called for redemption shall not have been surrendered, dividends with respect to such shares of Preferred Stock shall cease to accrue after such Redemption Date and 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 any such certificate or certificates therefor.

2.5.3 Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities to be paid or distributed to such holders pursuant to such Deemed Liquidation Event. The value of such property, rights or securities shall be determined in good faith by the Board of Directors of the Corporation, including the approval of at least one of the Preferred Directors (as defined herein).

2.5.4 Allocation of Escrow and Contingent Consideration. In the event of a Deemed Liquidation Event pursuant to Subsection 2.5.1(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, 2.3 and 2.4 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, 2.3 and 2.4 after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this Subsection 2.5.4, consideration placed into escrow or retained as a holdback to be available for satisfaction of indemnification or similar obligations 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 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 this Amended and Restated Certificate of Incorporation, holders of Preferred Stock shall vote together with the holders of Common Stock as a single class and on an as-converted to Common Stock basis.

3.2 Election of Directors. The holders of record of the shares of Series B Preferred Stock, exclusively and as a separate class, shall be entitled to elect one director of the Corporation (the “**Series B Director**”). The holders of record of the shares of Series A-2 Preferred Stock, exclusively and as a separate class, shall be entitled to elect one director of the Corporation (the “**Series A-2 Director**” and, together with the Series B Director, the “**Preferred Directors**”). The holders of record of the shares of Common Stock and Preferred Stock, voting together as a single class and on an as-converted to Common Stock basis, shall be entitled to elect the balance of directors of the Corporation. Any director elected as provided in the preceding sentence may be removed without cause 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 pursuant to a written consent of stockholders. If the holders of shares of Preferred Stock, as the case may be, fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors, voting exclusively and as a separate class, pursuant to this Subsection 3.2, then any directorship not so filled shall remain vacant until such time as the holders of the Series B Preferred Stock or Series A-2 Preferred Stock, as the case may be, elect a person to fill such directorship by vote or written consent in lieu of a meeting; and no such directorship may be filled by stockholders of the Corporation other than by the stockholders of the Corporation that are entitled to elect a person to fill such directorship, voting exclusively and as a separate class. 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. Except as otherwise provided in this Subsection 3.2, 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 Series B Preferred Stock Protective Provisions. At any time when shares of Series B Preferred Stock are outstanding, the Corporation 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 this Amended and Restated Certificate of Incorporation) the written consent or affirmative vote of the Requisite Holders 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:



3.3.1 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;

3.3.2 amend, alter or repeal any provision of this Amended and Restated Certificate of Incorporation or Bylaws of the Corporation;

3.3.3 create, or authorize the creation of, or issue or obligate itself to issue shares of, any additional class or series of capital stock unless the same ranks junior to the Series B Preferred Stock with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends and rights of redemption or increase the authorized number of shares of Series B Preferred Stock or increase the authorized number of shares of any additional class or series of capital stock of the Corporation;

3.3.4 (i) reclassify, alter or amend any existing security of the Corporation that is pari passu with the Series B Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to the Series B Preferred Stock in respect of any such right, preference, or privilege or (ii) reclassify, alter or amend any existing security of the Corporation that is junior to the Series B Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to or pari passu with the Series B Preferred Stock in respect of any such right, preference or privilege;

3.3.5 purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation other than (i) redemptions of or dividends or distributions on the Preferred Stock as expressly authorized herein, (ii) dividends or other distributions payable on the Common Stock solely in the form of additional shares of Common Stock and (iii) repurchases of stock from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service at the lower of the original purchase price or the then-current fair market value thereof, or (iv) as approved by the Board of Directors, including the approval of the Requisite Directors (as defined in that certain Investors' Rights Agreement of even date herewith, by and between the Corporation and the parties named therein (as amended from time to time, the "**Investors' Rights Agreement**"));

3.3.6 create, or authorize the creation of, or issue, or authorize the issuance of any debt security or create any lien or security interest (except for purchase money liens or statutory liens of landlords, mechanics, materialmen, workmen, warehousemen and other similar persons arising or incurred in the ordinary course of business) or incur other indebtedness for borrowed money, including but not limited to obligations and contingent obligations under guarantees, or permit any subsidiary to take any such action with respect to any debt security lien, security interest or other indebtedness for borrowed money, unless such debt security has received the prior approval of the Board of Directors, including the Requisite Directors;

3.3.7 create, or hold capital stock in, any subsidiary that is not wholly owned (either directly or through one or more other subsidiaries) by the Corporation, or permit any subsidiary to create, or authorize the creation of, or issue or obligate itself to issue, any shares of any class or series of capital stock, or sell, transfer or otherwise dispose of any capital stock of any direct or indirect subsidiary of the Corporation, or permit any direct or indirect subsidiary to sell, lease, transfer, exclusively license or otherwise dispose (in a single transaction or series of related transactions) of all or substantially all of the assets of such subsidiary;

3.3.8 increase or decrease the authorized number of directors constituting the Board of Directors;

3.3.9 cause or permit the Corporation or any of its subsidiaries to, without approval of the Board of Directors, including the Requisite Directors, sell, issue, sponsor, create or distribute any digital tokens, cryptocurrency or other blockchain-based assets (collectively, “**Tokens**”), including through a pre-sale, initial coin offering, token distribution event or crowdfunding, or through the issuance of any instrument convertible into or exchangeable for Tokens; or

3.3.10 increase or decrease the number of shares authorized for issuance under the 2015 Stock Incentive Plan of the Corporation or any similar employee or advisor equity incentive plan.

3.4 Series A-2 Preferred Stock Protective Provisions. At any time when shares of Series A-2 Preferred Stock are outstanding, the Corporation 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 of a majority of the then outstanding shares of Series A-2 Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class:

3.4.1 liquidate, dissolve or wind-up the business and affairs of the Corporation, effect any Deemed Liquidation Event, or consent to any of the foregoing unless in connection therewith the holders of Series A-2 Preferred Stock would receive a per share amount equal to or greater than the Series A-2 Original Issue Price;

3.4.2 amend, alter or repeal any provision of this Amended and Restated Certificate of Incorporation or Bylaws of the Corporation in a manner that disproportionately and adversely affects the powers, preferences or rights of the Series A-2 Preferred Stock (it being acknowledged that the creation of a series of stock with powers, preferences or rights that are senior to or pari passu with those of the Series A-2 Preferred Stock shall not be deemed to have a disproportionate or adverse effect for purposes of this Subsection 3.4.2);

3.4.3 increase the authorized number of shares of Series A-2 Preferred Stock;

3.4.4 reclassify, alter or amend any existing security of the Corporation that is pari passu with the Series A-2 Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to the Series A-2 Preferred Stock in respect of any such right, preference, or privilege or (ii) reclassify, alter or amend any existing security of the Corporation that is junior to the Series A-2 Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to or pari passu with the Series A-2 Preferred Stock in respect of any such right, preference or privilege; or

3.4.5 create, or authorize the creation of, or issue, or authorize the issuance of any debt security, or permit any subsidiary to take any such action with respect to any debt security, unless such debt security has received the prior approval of the Board of Directors, including the approval of the Requisite Directors.

3.5 Series A-1 Preferred Stock Protective Provisions. At any time when shares of Series A-1 Preferred Stock are outstanding, the Corporation 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 of a majority of the then outstanding shares of Series A-1 Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class:

3.5.1 liquidate, dissolve or wind-up the business and affairs of the Corporation, effect any Deemed Liquidation Event, or consent to any of the foregoing unless in connection therewith the holders of Series A-1 Preferred Stock would receive a per share amount equal to or greater than the Series A-1 Original Issue Price;

3.5.2 amend, alter or repeal any provision of this Amended and Restated Certificate of Incorporation or Bylaws of the Corporation in a manner that disproportionately and adversely affects the powers, preferences or rights of the Series A-1 Preferred Stock (it being acknowledged that the creation of a series of stock with powers, preferences or rights that are senior to or pari passu with those of the Series A-1 Preferred Stock shall not be deemed to have a disproportionate or adverse effect for purposes of this Subsection 3.5.2);

3.5.3 increase the authorized number of shares of Series A-1 Preferred Stock;

3.5.4 reclassify, alter or amend any existing security of the Corporation that is pari passu with the Series A-1 Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to the Series A-1 Preferred Stock in respect of any such right, preference, or privilege or (ii) reclassify, alter or amend any existing security of the Corporation that is junior to the Series A-1 Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to or pari passu with the Series A-1 Preferred Stock in respect of any such right, preference or privilege; or

3.5.5 create, or authorize the creation of, or issue, or authorize the issuance of any debt security, or permit any subsidiary to take any such action with respect to any debt security, unless such debt security has received the prior approval of the Board of Directors, including the approval of the Requisite Directors.

#### 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. Subject to the provisions of Section 4.1.3 below, each share of each series 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 non-assessable shares of Common Stock as is determined by dividing the Original Issue Price applicable to such series of Preferred Stock by the applicable Conversion Price (as

defined below) in effect at the time of conversion. The “**Series A-2 Conversion Price**” shall initially be equal to \$0.40. The “**Series A-1 Conversion Price**” shall initially be equal to \$0.20. The “**Series B Conversion Price**” shall initially be equal to \$0.52. Each such initial Conversion Price, and the rate at which shares of a series 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 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 such amounts distributable on such event to the holders of Preferred Stock.

4.1.3 Non-Conversion Period. Notwithstanding anything to the contrary contained in this Amended and Restated Certificate of Incorporation, unless such holder of Series B Preferred Stock purchases its allocation of Milestone Shares (as defined below) at the Initial Closing (as defined in the Series B Purchase Agreement (as defined below)), a holder of Series B Preferred Stock shall not be entitled pursuant to this Section 4.1 to elect to convert shares of Series B Preferred Stock into shares of Common Stock during the period commencing on the date and time of the first issuance of the Series B Preferred Stock and ending on the earlier of (i) the Milestone Closing (as defined below) and any Special Mandatory Conversion (as defined below) effected in connection with such Milestone Closing and (ii) the termination of such holder’s obligations to complete the Milestone Closing pursuant to the Series B Purchase Agreement. For the avoidance of doubt, nothing in this Section 4.1.3 shall interfere with the treatment of the Series B Preferred Stock on an as-converted to Common Stock basis, including but not limited to voting provisions and determination of the Series B Liquidation Amount.

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 of the Corporation. 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, such holder shall (a) provide written notice to the Corporation’s transfer agent 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) that such holder elects to convert all or any number of such holder’s shares of Preferred Stock and, if applicable, any event on which such conversion is contingent and (b), if such holder’s shares are certificated, 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). Such notice shall state such holder’s name or the names of the nominees in which such holder wishes the shares of Common Stock to be issued. If required by the Corporation, any 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 notice and, if applicable, certificates (or lost certificate affidavit and agreement) shall be the time of conversion (the “**Conversion Time**”), and the shares of Common Stock issuable upon conversion of the specified shares 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 Common 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 Common Stock, (ii) pay in cash such amount as provided in Subsection 4.2 in lieu of any fraction of a share of Common 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 the 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 Common 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 Common 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 Common 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 this Amended and Restated Certificate of Incorporation. Before taking any action which would cause an adjustment reducing the Conversion Price applicable to a series of Preferred Stock below the then par value of the shares of Common Stock issuable upon conversion of such series of 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 non-assessable shares of Common Stock at the adjusted Conversion Price applicable to such series of Preferred Stock.

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 Common 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 the applicable series of Preferred Stock accordingly.

4.3.4 No Further Adjustment. Upon any such conversion, no adjustment to the Conversion Price applicable to a series of Preferred Stock shall be made for any declared but unpaid dividends on such series of Preferred Stock surrendered for conversion or on the Common 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 Common 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 Common 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 Conversion Price for Diluting Issues.

4.4.1 Special Definitions. For purposes of this Article Fourth, the following definitions shall apply:

- Convertible Securities.
- (a) “**Option**” shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or issued.
- (b) “**Series B Original Issue Date**” shall mean the date on which the first share of Series B 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 B 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, Options or Convertible Securities issued as a dividend or distribution on Preferred Stock;
  - (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 Subsection 4.5, 4.6, 4.7 or 4.8;
  - (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 of the Corporation, including the approval of the Requisite Directors; or
  - (iv) shares of Common Stock or Convertible Securities actually issued upon the exercise of Options or shares of Common Stock actually issued upon the conversion or exchange of 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 Series B Conversion Price 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 Requisite Holders agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock. No adjustment in the Series A-2 Conversion Price 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 a majority of the then outstanding shares of Series A-2 Preferred Stock agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares of Common Stock. No adjustment in the Series A-1 Conversion Price 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 a majority of the then outstanding shares of Series A-1 Preferred Stock 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 B 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 Conversion Price applicable to a series of Preferred Stock pursuant to the terms of Subsection 4.4.4, are revised 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 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 Conversion Price for such series of Preferred Stock 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 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 Conversion Price applicable to a series of Preferred Stock to an amount which exceeds the lower of (i) the 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 Conversion Price applicable to such series of Preferred Stock 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 Conversion Price applicable to a series of Preferred Stock pursuant to the terms of Subsection 4.4.4 (either because the consideration per share (determined pursuant to Subsection 4.4.5) of the Additional Shares of Common Stock subject thereto was equal to or greater than the Conversion Price then in effect, or because such Option or Convertible Security was issued before the Series B Original Issue Date), are revised after the Series B 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)) 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 Conversion Price applicable to a series of Preferred Stock pursuant to the terms of Subsection 4.4.4, the Conversion Price applicable to such series of Preferred Stock shall be readjusted to such 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 Conversion Price applicable to a series of Preferred Stock provided for in this Subsection 4.4.3 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). 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 Conversion Price applicable to a series of Preferred Stock that would result under the terms of this Subsection 4.4.3 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 Conversion Price applicable to such series of Preferred Stock that such issuance or amendment took place at the time such calculation can first be made.

4.4.4 Adjustment of Conversion Price Upon Issuance of Additional Shares of Common Stock. In the event the Corporation shall at any time or from time to time after the Series B 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 Conversion Price applicable to a series of Preferred Stock in effect immediately prior to such issuance or deemed issuance, then the Conversion Price for such series of Preferred Stock 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<sub>2</sub>” shall mean the Conversion Price in respect of such series of Preferred Stock in effect immediately after such issuance or deemed issuance of Additional Shares of Common Stock

(b) “CP<sub>1</sub>” shall mean the Conversion Price in effect in respect of such series of Preferred Stock immediately prior to such issuance or deemed issuance of Additional Shares of Common Stock;

(c) “A” shall mean the number of shares of Common Stock outstanding immediately prior to such issuance or deemed issuance 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 issuance or deemed issuance 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 or deemed issued at a price per share equal to CP<sub>1</sub> (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP<sub>1</sub>); 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 issuance 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 of the Corporation; 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, computed as provided in clauses (i) and (ii) above, as determined in good faith by the Board of Directors of the Corporation.

(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 Conversion Price applicable to a series of Preferred Stock pursuant to the terms of Subsection 4.4.4, and such issuance dates occur within a period of no more than ninety (90) days from the first such issuance to the final such issuance, then, upon the final such issuance, the Conversion Price applicable to such series of Preferred Stock 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 B Original Issue Date effect a subdivision of the outstanding Common Stock, the Conversion Price for each series of Preferred Stock 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 B Original Issue Date combine the outstanding shares of Common Stock, the Conversion Price for each series of Preferred Stock 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 B 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 Conversion Price for a series of Preferred Stock 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 Conversion Price for such series of Preferred Stock 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 Conversion Price applicable to a series of Preferred Stock shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price applicable to such series of Preferred Stock shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (b) that no such adjustment shall be made if the holders of such series 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 as they would have received if all outstanding shares of such series 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 B 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 as 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 2.5, 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 Subsections 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 Common Stock of the Corporation 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 of the Corporation) shall be made in the application of the provisions in this Section 4 with respect to the rights and interests thereafter of the holders of the Preferred Stock, to the end that the provisions set forth in this Section 4 (including provisions with respect to changes in and other adjustments of the Conversion Price applicable to a series of Preferred Stock) 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 Subsection 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 DGCL 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 Conversion Price applicable to a series of Preferred Stock pursuant to this Section 4, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than ten (10) 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 such series of 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 ten (10) days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Conversion Price then in effect in respect of such series of Preferred Stock, 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 series 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 of the Corporation, 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 the 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 or winding-up 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 the 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 or winding-up, 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 either (a) the closing of the sale of shares of Common Stock to the public at a price of at least \$0.65 per share (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Common Stock), in a firm-commitment underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, resulting in at least \$50,000,000 of proceeds, net of the underwriting discount and commissions, to the Corporation and in connection with such offering the Common Stock is listed for trading on the Nasdaq Stock Market's National Market, the New York Stock Exchange or another exchange or marketplace approved by the Board of Directors, including the approval of the Requisite Directors (a "**Qualified Offering**") or (b) the date and time, or the occurrence of an event, specified by vote or written consent of the Requisite Holders (the time of such closing or the date and time specified or the time of the event specified in such vote or written consent is referred to herein as the "**Mandatory Conversion Time**"), then (i) all outstanding shares of Preferred Stock shall automatically be converted into shares of Common Stock, at the then effective conversion rate as calculated pursuant to Subsection 4.1.1 and (ii) such shares may not be reissued by the Corporation.

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 such series 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 in certificated form 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. If so required by the Corporation, any 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. All rights with respect to the Preferred Stock converted pursuant to Subsection 5.1, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate with respect to such series of Preferred Stock at the Mandatory Conversion Time (notwithstanding the failure of the holder or holders thereof to surrender any certificates at or prior to such time), except only the rights of the holders thereof, upon surrender of any certificate or certificates of such holders (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Subsection 5.2. As soon as practicable after the Mandatory Conversion Time and, if applicable, the surrender of any certificate or certificates (or lost certificate affidavit and agreement) for Preferred Stock, the Corporation shall (a) 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 and (b) pay 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. 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.

### 5A. Special Mandatory Conversion.

5A.1. **Trigger Event.** In the event that any holder of shares of Series B Preferred Stock that did not purchase its allocation of Milestone Shares at the Initial Closing does not participate in a Milestone Closing (as defined below) by purchasing in the aggregate, in such Milestone Closing and within the time period specified by the Corporation (*provided that*, the Corporation has sent to each such holder of Series B Preferred Stock at least fifteen (15) days written notice of, and the opportunity to purchase its Milestone Shares (as defined below) at the Milestone Closing), such holder's Milestone Shares, then each share of Series B Preferred Stock held by such holder shall automatically, and without any further action on the part of such holder, be converted into one tenth (1/10<sup>th</sup>) of a share of Common Stock, effective upon, subject to, and concurrently with, the consummation of the Milestone Closing. For purposes of determining the number of Offered Securities (as defined below) a holder of Series B Preferred Stock has purchased in a Milestone Closing, all Offered Securities purchased by Affiliates (as defined below) of such holder shall be aggregated with the Offered Securities purchased by such holder (*provided that* no shares or securities shall be attributed to more than one entity or person within any such group of affiliated entities or persons). Such conversion is referred to as a “**Special Mandatory Conversion.**”

5A.2. **Procedural Requirements.** Upon a Special Mandatory Conversion, each holder of shares of Series B Preferred Stock converted pursuant to Subsection 5A.1 shall be sent written notice of such Special Mandatory Conversion and the place designated for mandatory conversion of all such shares of Series B Preferred Stock pursuant to this Section 5A. Upon receipt of such notice, each holder of such shares of Series B Preferred Stock in certificated form shall surrender his, her or its certificate or certificates for all such shares (or, if such holder alleges that any 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. If so required by the Corporation, any 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. All rights with respect to the Series B Preferred Stock converted pursuant to Subsection 5A.1, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the time of the Special Mandatory Conversion (notwithstanding the failure of the holder or holders thereof to surrender any certificates for such shares at or prior to such time), except only the rights of the holders thereof, upon surrender of any certificate or certificates of such holders therefor (or lost certificate affidavit and agreement), to receive the items provided for in the next sentence of this Subsection 5A.2. As soon as practicable after the Special Mandatory Conversion and, if applicable, the surrender of any certificate or certificates (or lost certificate affidavit and agreement) for Series B Preferred Stock so converted, the Corporation shall (a) 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 and (b) pay 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 Series B Preferred Stock converted. Such converted Series B 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 Series B Preferred Stock accordingly.

5A.3. **Definitions.** For purposes of this Section 5A, the following definitions shall apply:

5A.3.1 “**Affiliate**” shall mean, with respect to any holder of shares of Preferred Stock, any person, entity or firm which, directly or indirectly, controls, is controlled by or is under common control with such holder, including, without limitation, any entity of which the holder is a partner or member, any partner, officer, director, member or employee of such holder and any venture capital fund, registered investment company or other investment fund now or hereafter existing of which the holder is a partner or member which is controlled by or under common control with one or more general partners, managing members or investment advisers of such holder or shares the same management company or investment adviser with such holder.

5A.3.2 “**Milestone Closing**” shall mean a Milestone Closing as defined in that certain Series B Preferred Stock Purchase Agreement of even date herewith (the “**Series B Purchase Agreement**”), unless the Requisite Holders elect, by written notice sent to the Corporation at least ten (10) days prior to the consummation of the Milestone Closing, that such transaction not be treated as a Milestone Closing for purposes of this Section 5A.

5A.3.3 “**Milestone Shares**” shall mean for any holder, such number of Milestone Shares (as defined in the Series B Purchase Agreement) set forth next to such holder’s name on the Schedule of Purchasers to the Series B Purchase Agreement.

5A.3.4 “**Offered Securities**” shall mean the equity securities of the Corporation set aside by the Board of Directors of the Corporation for purchase by holders of outstanding shares of Series B Preferred Stock in connection with a Milestone Closing, and offered to such holders.

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. Any of the rights, powers, preferences and other terms of the Series B Preferred Stock set forth herein may be waived on behalf of all holders of Series B Preferred Stock by the affirmative written consent or vote of the Requisite Holders. Any of the rights, powers, preferences and other terms of the Series A-2 Preferred Stock set forth herein may be waived on behalf of all holders of Series A-2 Preferred Stock by the affirmative written consent or vote of the holders of at least 60% of the then outstanding shares of Series A-2 Preferred Stock. Any of the rights, powers, preferences and other terms of the Series A-1 Preferred Stock set forth herein may be waived on behalf of all holders of Series A-1 Preferred Stock by the affirmative written consent or vote of the holders of a majority of the then outstanding shares of Series A-1 Preferred Stock.

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 this Amended and Restated Certificate of Incorporation or Bylaws, 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 this Amended and Restated 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 Preferred Stock are entitled to elect Preferred Directors, the affirmative vote of a majority of the Preferred Directors shall be required for the authorization by the Board of Directors of any of the matters set forth in Section 5.5 of the Investors’ Rights Agreement, dated as of the date hereof, by and among the Corporation and the other parties thereto, as such agreement may be amended from time to time.

**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, officer or agent 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. 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, affiliate or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, the persons referred to in clauses (i) and (ii) are “**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 while such Covered Person is performing services in such capacity. 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. Notwithstanding anything to the contrary contained elsewhere in this Amended and Restated Certificate of Incorporation, the affirmative vote of the Requisite Holders will be required to amend or repeal, or to adopt any provisions inconsistent with this Article Eleventh.

**TWELFTH:** Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim against the Corporation, its directors, officers or employees arising pursuant to any provision of the Delaware General Corporation Law or the Corporation's certificate of incorporation or bylaws or (iv) any action asserting a claim against the Corporation, its directors, officers or employees governed by the internal affairs doctrine, except for, as to each of (i) through (iv) above, any claim as to which the Court of Chancery determines that there is an indispensable party not subject to the jurisdiction of the Court of Chancery (and the indispensable party does not consent to the personal jurisdiction of the Court of Chancery within ten days following such determination), which is vested in the exclusive jurisdiction of a court or forum other than the Court of Chancery, or for which the Court of Chancery does not have subject matter jurisdiction. If any provision or provisions of this Article Twelfth shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article Twelfth (including, without limitation, each portion of any sentence of this Article Twelfth containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

\* \* \*

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.



**IN WITNESS WHEREOF**, this Amended and Restated Certificate of Incorporation has been executed by a duly authorized officer of this corporation on this 30<sup>th</sup> day of June, 2020.

By: /s/ Robert Ang

Robert Ang  
President and Chief Executive Officer

BY-LAWS  
OF  
VOR BIOPHARMA INC.

## TABLE OF CONTENTS

	<b>Page</b>
ARTICLE I STOCKHOLDERS	1
1.1 Place of Meetings	1
1.2 Annual Meeting	1
1.3 Special Meetings	1
1.4 Notice of Meetings	1
1.5 Voting List	1
1.6 Quorum	2
1.7 Adjournments	2
1.8 Voting and Proxies	2
1.9 Action at Meeting	3
1.10 Conduct of Meetings	3
1.11 Action without Meeting	4
ARTICLE II DIRECTORS	5
2.1 General Powers	5
2.2 Number, Election and Qualification	5
2.3 Chairman of the Board; Vice Chairman of the Board	5
2.4 Tenure	5
2.5 Quorum	5
2.6 Action at Meeting	5
2.7 Removal	5
2.8 Vacancies	6
2.9 Resignation	6
2.10 Regular Meetings	6
2.11 Special Meetings	6
2.12 Notice of Special Meetings	6
2.13 Meetings by Conference Communications Equipment	6
2.14 Action by Consent	6
2.15 Committees	7
2.16 Compensation of Directors	7
ARTICLE III OFFICERS	7
3.1 Titles	7
3.2 Election	7
3.3 Qualification	8
3.4 Tenure	8
3.5 Resignation and Removal	8
3.6 Vacancies	8
3.7 President; Chief Executive Officer	8
3.8 Vice Presidents	8
3.9 Secretary and Assistant Secretaries	9
3.10 Treasurer and Assistant Treasurers	9

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
3.11 Salaries	9
3.12 Delegation of Authority	9
<b>ARTICLE IV CAPITAL STOCK</b>	<b>9</b>
4.1 Issuance of Stock	9
4.2 Stock Certificates; Uncertificated Shares	10
4.3 Transfers	10
4.4 Lost, Stolen or Destroyed Certificates	11
4.5 Record Date	11
4.6 Regulations	11
<b>ARTICLE V GENERAL PROVISIONS</b>	<b>12</b>
5.1 Fiscal Year	12
5.2 Corporate Seal	12
5.3 Waiver of Notice	12
5.4 Voting of Securities	12
5.5 Evidence of Authority	12
5.6 Certificate of Incorporation	12
5.7 Severability	12
5.8 Pronouns	12
<b>ARTICLE VI AMENDMENTS</b>	<b>12</b>
6.1 By the Board of Directors	12
6.2 By the Stockholders	13

## ARTICLE I

### STOCKHOLDERS

1.1 Place of Meetings. All meetings of stockholders shall be held at such place as may be designated from time to time by the Board of Directors, the Chairman of the Board, the Chief Executive Officer or the President or, if not so designated, at the principal office of the corporation. The Board of Directors may, in its sole discretion, determine that a meeting shall not be held at any place, but may instead be held solely by means of remote communication in a manner consistent with the General Corporation Law of the State of Delaware.

1.2 Annual Meeting. The annual meeting of stockholders for the election of directors and for the transaction of such other business as may properly be brought before the meeting shall be held on a date and at a time designated by the Board of Directors, the Chairman of the Board, the Chief Executive Officer or the President (which date shall not be a legal holiday in the place where the meeting is to be held).

1.3 Special Meetings. Special meetings of stockholders for any purpose or purposes may be called at any time by only the Board of Directors, the Chairman of the Board, the Chief Executive Officer or the President, and may not be called by any other person or persons. The Board of Directors may postpone or reschedule any previously scheduled special meeting of stockholders. Business transacted at any special meeting of stockholders shall be limited to matters relating to the purpose or purposes stated in the notice of meeting.

1.4 Notice of Meetings. Except as otherwise provided by law, notice of each meeting of stockholders, whether annual or special, shall be given not less than 10 nor more than 60 days before the date of the meeting to each stockholder entitled to vote at such meeting. Without limiting the manner by which notice otherwise may be given to stockholders, any notice shall be effective if given by a form of electronic transmission consented to (in a manner consistent with the General Corporation Law of the State of Delaware) by the stockholder to whom the notice is given. The notices of all meetings shall state the place, if any, date and time of the meeting 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 meeting. The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called. If notice is given by mail, such notice shall be deemed given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the corporation. If notice is given by electronic transmission, such notice shall be deemed given at the time specified in Section 232 of the General Corporation Law of the State of Delaware.

1.5 Voting List. The Secretary shall prepare, at least 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. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least 10 days prior to the meeting: (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (b) during ordinary business hours, at the principal place of business of the corporation. If the meeting is to be held at a physical

location (and not solely by means of remote communication), then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. The list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

1.6 Quorum. Except as otherwise provided by law, the Certificate of Incorporation or these By-laws, the holders of a majority in voting power of the shares of the capital stock of the corporation issued and outstanding and entitled to vote at the meeting, present in person, present by means of remote communication in a manner, if any, authorized by the Board of Directors in its sole discretion, or represented by proxy, shall constitute a quorum for the transaction of business; provided, however, that where a separate vote by a class or classes or series of capital stock is required by law or the Certificate of Incorporation, the holders of a majority in voting power of the shares of such class or classes or series of the capital stock of the corporation issued and outstanding and entitled to vote on such matter, present in person, present by means of remote communication in a manner, if any, authorized by the Board of Directors in its sole discretion, or represented by proxy, shall constitute a quorum entitled to take action with respect to the vote on such matter. A quorum, once established at a meeting, shall not be broken by the withdrawal of enough votes to leave less than a quorum.

1.7 Adjournments. Any meeting of stockholders may be adjourned from time to time to any other time and to any other place at which a meeting of stockholders may be held under these By-laws by the chairman of the meeting or by the stockholders present or represented at the meeting and entitled to vote, although less than a quorum. It shall not be necessary to notify any stockholder of any adjournment of less than 30 days if the time and place, if any, of the adjourned meeting, and the means of remote communication, 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 adjournment is taken, unless after the adjournment a new record date is fixed for the adjourned meeting. At the adjourned meeting, the corporation may transact any business which might have been transacted at the original meeting.

1.8 Voting and Proxies. Each stockholder shall have one vote for each share of stock entitled to vote held of record by such stockholder and a proportionate vote for each fractional share so held, unless otherwise provided by law or the Certificate of Incorporation. Each stockholder of record entitled to vote at a meeting of stockholders, or to express consent or dissent to corporate action without a meeting, may vote or express such consent or dissent in person (including by means of remote communications, if any, by which stockholders may be deemed to be present in person and vote at such meeting) or may authorize another person or persons to vote or act for such stockholder by a proxy executed or transmitted in a manner permitted by the General Corporation Law of the State of Delaware by the stockholder or such stockholder's authorized agent and delivered (including by electronic transmission) to the Secretary of the corporation. No such proxy shall be voted or acted upon after three years from the date of its execution, unless the proxy expressly provides for a longer period.

1.9 Action at Meeting. When a quorum is present at any meeting, any matter other than the election of directors to be voted upon by the stockholders at such meeting shall be decided by the vote of the holders of shares of stock having a majority in voting power of the votes cast by the holders of all of the shares of stock present or represented at the meeting and voting affirmatively or negatively on such matter (or if there are two or more classes or series of stock entitled to vote as separate classes, then in the case of each such class or series, the holders of a majority in voting power of the shares of stock of that class or series present or represented at the meeting and voting affirmatively or negatively on such matter), except when a different vote is required by law, the Certificate of Incorporation or these By-laws. When a quorum is present at any meeting, any election by stockholders of directors shall be determined by a plurality of the votes cast by the stockholders entitled to vote on the election.

1.10 Conduct of Meetings.

(a) Chairman of Meeting. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in the Chairman's absence by the Vice Chairman of the Board, if any, or in the Vice Chairman's absence by the Chief Executive Officer, or in the Chief Executive Officer's absence, by the President, or in the President's absence by a Vice President, or in the absence of all of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen by vote of the stockholders at the meeting. The Secretary shall act as secretary of the meeting, but in the Secretary's absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

(b) Rules, Regulations and Procedures. The Board of Directors may adopt by resolution such rules, regulations and procedures for the conduct of any meeting of stockholders of the corporation as it shall deem appropriate including, without limitation, such guidelines and procedures as it may deem appropriate regarding the participation by means of remote communication of stockholders and proxyholders not physically present at a meeting. Except to the extent inconsistent with such rules, regulations and procedures as adopted by the Board of Directors, the chairman 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 chairman 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 shall be determined; (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 chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

### 1.11 Action without Meeting.

(a) Taking of Action by Consent. Any action required or permitted to be taken at any annual or special meeting of stockholders of the corporation may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, is 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 on such action were present and voted. Except as otherwise provided by the Certificate of Incorporation, stockholders may act by written consent to elect directors; provided, however, that, if such consent is less than unanimous, such action by written consent may be in lieu of holding an annual meeting only if all of the directorships to which directors could be elected at an annual meeting held at the effective time of such action are vacant and are filled by such action.

(b) Electronic Transmission of Consents. A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this section, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the corporation can determine (i) that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxyholder or by a person or persons authorized to act for the stockholder or proxyholder and (ii) the date on which such stockholder or proxyholder or authorized person or persons transmitted such telegram, cablegram or electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or other electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to a corporation's registered office shall be made by hand or by certified or registered mail, return receipt requested. Notwithstanding the foregoing limitations on delivery, consents given by telegram, cablegram or other electronic transmission may be otherwise delivered to the principal place of business of the corporation or to an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded if, to the extent and in the manner provided by resolution of the Board of Directors. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

(c) Notice of Taking of Corporate Action. Prompt notice of the taking of corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the corporation.



## ARTICLE II

### DIRECTORS

2.1 General Powers. The business and affairs of the corporation shall be managed by or under the direction of a Board of Directors, who may exercise all of the powers of the corporation except as otherwise provided by law or the Certificate of Incorporation.

2.2 Number, Election and Qualification. Subject to the rights of holders of any series of Preferred Stock to elect directors, the number of directors of the corporation shall be established from time to time by the stockholders or the Board of Directors. The directors shall be elected at the annual meeting of stockholders by such stockholders as have the right to vote on such election. Election of directors need not be by written ballot. Directors need not be stockholders of the corporation.

2.3 Chairman of the Board; Vice Chairman of the Board. The Board of Directors may appoint from its members a Chairman of the Board and a Vice Chairman of the Board, neither of whom need be an employee or officer of the corporation. If the Board of Directors appoints a Chairman of the Board, such Chairman shall perform such duties and possess such powers as are assigned by the Board of Directors and, if the Chairman of the Board is also designated as the corporation's Chief Executive Officer, shall have the powers and duties of the Chief Executive Officer prescribed in Section 3.7 of these By-laws. If the Board of Directors appoints a Vice Chairman of the Board, such Vice Chairman shall perform such duties and possess such powers as are assigned by the Board of Directors. Unless otherwise provided by the Board of Directors, the Chairman of the Board or, in the Chairman's absence, the Vice Chairman of the Board, if any, shall preside at all meetings of the Board of Directors.

2.4 Tenure. Each director shall hold office until the next annual meeting of stockholders and until a successor is elected and qualified, or until such director's earlier death, resignation or removal.

2.5 Quorum. The greater of (a) a majority of the directors at any time in office and (b) one-third of the number of directors fixed pursuant to Section 2.2 of these By-laws shall constitute a quorum of the Board of Directors. If at any meeting of the Board of Directors there shall be less than such a quorum, a majority of the directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present.

2.6 Action at Meeting. Every act or decision done or made by a majority of the directors present at a meeting of the Board of Directors duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number is required by law or by the Certificate of Incorporation.

2.7 Removal. Except as otherwise provided by the General Corporation Law of the State of Delaware, any one or more or all of the directors of the corporation may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors, except that the directors elected by the holders of a particular class or series of stock may be removed without cause only by vote of the holders of a majority of the outstanding shares of such class or series.

2.8 Vacancies. Subject to the rights of holders of any series of Preferred Stock to elect directors, unless and until filled by the stockholders, any vacancy or newly-created directorship on the Board of Directors, however occurring, may be filled by vote of a majority of the directors then in office, although less than a quorum, or by a sole remaining director. A director elected to fill a vacancy shall be elected for the unexpired term of such director's predecessor in office, and a director chosen to fill a position resulting from a newly-created directorship shall hold office until the next annual meeting of stockholders and until a successor is elected and qualified, or until such director's earlier death, resignation or removal.

2.9 Resignation. Any director may resign by delivering a resignation in writing or by electronic transmission to the corporation at its principal office or to the Chairman of the Board, the Chief Executive Officer, the President or the Secretary. Such resignation shall be effective upon delivery unless it is specified to be effective at some later time or upon the happening of some later event.

2.10 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall be determined from time to time by the Board of Directors; provided that any director who is absent when such a determination is made shall be given notice of the determination. A regular meeting of the Board of Directors may be held without notice immediately after and at the same place as the annual meeting of stockholders.

2.11 Special Meetings. Special meetings of the Board of Directors may be held at any time and place designated in a call by the Chairman of the Board, the Chief Executive Officer, the President, two or more directors, or by one director in the event that there is only a single director in office.

2.12 Notice of Special Meetings. Notice of the date, place, if any, and time of any special meeting of directors shall be given to each director by the Secretary or by the officer or one of the directors calling the meeting. Notice shall be duly given to each director (a) in person or by telephone at least 24 hours in advance of the meeting, (b) by sending written notice by reputable overnight courier, telecopy, facsimile or electronic transmission, or delivering written notice by hand, to such director's last known business, home or electronic transmission address at least 48 hours in advance of the meeting, or (c) by sending written notice by first-class mail to such director's last known business or home address at least 72 hours in advance of the meeting. A notice or waiver of notice of a meeting of the Board of Directors need not specify the purposes of the meeting.

2.13 Meetings by Conference Communications Equipment. Directors may participate in meetings of the Board of Directors or any committee thereof by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

2.14 Action by Consent. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent to the action in writing or by electronic transmission, and the written consents or electronic transmissions are filed with the minutes of proceedings of the Board of Directors or committee. 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.

2.15 Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the corporation with such lawfully delegable powers and duties as the Board of Directors thereby confers, to serve at the pleasure of the Board of Directors. The Board of Directors may designate one 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 of the committee 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 provided in the resolution of the Board of Directors and subject to the provisions of law, 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. Each such committee shall keep minutes and make such reports as the Board of Directors may from time to time request. Except as the Board of Directors may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these By-laws for the Board of Directors. Except as otherwise provided in the Certificate of Incorporation, these By-laws, or the resolution of the Board of Directors designating the committee, a committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee.

2.16 Compensation of Directors. Directors may be paid such compensation for their services and such reimbursement for expenses of attendance at meetings as the Board of Directors may from time to time determine. No such payment shall preclude any director from serving the corporation or any of its parent or subsidiary entities in any other capacity and receiving compensation for such service.

### **ARTICLE III**

#### **OFFICERS**

3.1 Titles. The officers of the corporation shall consist of a Chief Executive Officer, a President, a Secretary, a Treasurer and such other officers with such other titles as the Board of Directors shall determine, including one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries. The Board of Directors may appoint such other officers as it may deem appropriate.

3.2 Election. The Chief Executive Officer, President, Treasurer and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of stockholders. Other officers may be appointed by the Board of Directors at such meeting or at any other meeting.

3.3 Qualification. No officer need be a stockholder. Any two or more offices may be held by the same person.

3.4 Tenure. Except as otherwise provided by law, by the Certificate of Incorporation or by these By-laws, each officer shall hold office until such officer's successor is elected and qualified, unless a different term is specified in the resolution electing or appointing such officer, or until such officer's earlier death, resignation or removal.

3.5 Resignation and Removal. Any officer may resign by delivering a written resignation to the corporation at its principal office or to the Chief Executive Officer, the President or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time or upon the happening of some later event. Any officer may be removed at any time, with or without cause, by vote of a majority of the directors then in office. Except as the Board of Directors may otherwise determine, no officer who resigns or is removed shall have any right to any compensation as an officer for any period following such officer's resignation or removal, or any right to damages on account of such removal, whether such officer's compensation be by the month or by the year or otherwise, unless such compensation is expressly provided for in a duly authorized written agreement with the corporation.

3.6 Vacancies. The Board of Directors may fill any vacancy occurring in any office for any reason and may, in its discretion, leave unfilled for such period as it may determine any offices other than those of Chief Executive Officer, President, Treasurer and Secretary. Each such successor shall hold office for the unexpired term of such officer's predecessor and until a successor is elected and qualified, or until such officer's earlier death, resignation or removal.

3.7 President; Chief Executive Officer. Unless the Board of Directors has designated another person as the corporation's Chief Executive Officer, the President shall be the Chief Executive Officer of the corporation. The Chief Executive Officer shall have general charge and supervision of the business of the corporation subject to the direction of the Board of Directors, and shall perform all duties and have all powers that are commonly incident to the office of chief executive or that are delegated to such officer by the Board of Directors. The President shall perform such other duties and shall have such other powers as the Board of Directors or the Chief Executive Officer (if the President is not the Chief Executive Officer) may from time to time prescribe. In the event of the absence, inability or refusal to act of the Chief Executive Officer or the President (if the President is not the Chief Executive Officer), the Vice President (or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors) shall perform the duties of the Chief Executive Officer and when so performing such duties shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer.

3.8 Vice Presidents. Each Vice President shall perform such duties and possess such powers as the Board of Directors or the Chief Executive Officer may from time to time prescribe. The Board of Directors may assign to any Vice President the title of Executive Vice President, Senior Vice President or any other title selected by the Board of Directors.

3.9 Secretary and Assistant Secretaries. The Secretary shall perform such duties and shall have such powers as the Board of Directors or the Chief Executive Officer may from time to time prescribe. In addition, the Secretary shall perform such duties and have such powers as are incident to the office of the secretary, including without limitation the duty and power to give notices of all meetings of stockholders and special meetings of the Board of Directors, to attend all meetings of stockholders and the Board of Directors and keep a record of the proceedings, to maintain a stock ledger and prepare lists of stockholders and their addresses as required, to be custodian of corporate records and the corporate seal and to affix and attest to the same on documents.

Any Assistant Secretary shall perform such duties and possess such powers as the Board of Directors, the Chief Executive Officer or the Secretary may from time to time prescribe. In the event of the absence, inability or refusal to act of the Secretary, the Assistant Secretary (or if there shall be more than one, the Assistant Secretaries in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Secretary.

In the absence of the Secretary or any Assistant Secretary at any meeting of stockholders or directors, the chairman of the meeting shall designate a temporary secretary to keep a record of the meeting.

3.10 Treasurer and Assistant Treasurers. The Treasurer shall perform such duties and shall have such powers as may from time to time be assigned by the Board of Directors or the Chief Executive Officer. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of treasurer, including without limitation the duty and power to keep and be responsible for all funds and securities of the corporation, to deposit funds of the corporation in depositories selected in accordance with these By-laws, to disburse such funds as ordered by the Board of Directors, to make proper accounts of such funds, and to render as required by the Board of Directors statements of all such transactions and of the financial condition of the corporation.

The Assistant Treasurers shall perform such duties and possess such powers as the Board of Directors, the Chief Executive Officer or the Treasurer may from time to time prescribe. In the event of the absence, inability or refusal to act of the Treasurer, the Assistant Treasurer (or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Treasurer.

3.11 Salaries. Officers of the corporation shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors.

3.12 Delegation of Authority. The Board of Directors may from time to time delegate the powers or duties of any officer to any other officer or agent, notwithstanding any provision hereof.

## ARTICLE IV

### CAPITAL STOCK

4.1 Issuance of Stock. Subject to the provisions of the Certificate of Incorporation, the whole or any part of any unissued balance of the authorized capital stock of the corporation or the whole or any part of any shares of the authorized capital stock of the corporation held in the corporation's treasury may be issued, sold, transferred or otherwise disposed of by vote of the Board of Directors in such manner, for such lawful consideration and on such terms as the Board of Directors may determine.

**4.2 Stock Certificates; Uncertificated Shares.** The shares of the corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution or resolutions that some or all of any or all classes or series of the corporation's stock shall be uncertificated shares. Every holder of stock of the corporation represented by certificates shall be entitled to have a certificate, in such form as may be prescribed by law and by the Board of Directors, representing the number of shares held by such holder registered in certificate form. Each such certificate shall be signed in a manner that complies with Section 158 of the General Corporation Law of the State of Delaware.

Each certificate for shares of stock which are subject to any restriction on transfer pursuant to the Certificate of Incorporation, these By-laws, applicable securities laws or any agreement among any number of stockholders or among such holders and the corporation shall have conspicuously noted on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restriction.

If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights shall be set forth in full or summarized on the face or back of each certificate representing shares of such class or series of stock, provided that in lieu of the foregoing requirements there may be set forth on the face or back of each certificate representing shares of such class or series of stock a statement that the corporation will furnish without charge to each stockholder who so requests a copy of the full text of the powers, designations, preferences and relative, participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

Within a reasonable time after the issuance or transfer of uncertificated shares, the corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to Sections 151, 202(a) or 218(a) of the General Corporation Law of the State of Delaware or, with respect to Section 151 of General Corporation Law of the State of Delaware, a statement that the corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights of each class of stock or series thereof and the qualifications, limitations or restrictions of such preferences and/or rights.

**4.3 Transfers.** Shares of stock of the corporation shall be transferable in the manner prescribed by law and in these By-laws. Transfers of shares of stock of the corporation shall be made only on the books of the corporation or by transfer agents designated to transfer shares of stock of the corporation. Subject to applicable law, shares of stock represented by certificates shall be transferred only on the books of the corporation by the surrender to the corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment or power of attorney properly executed, and with such proof of authority or the authenticity of signature as the corporation or its transfer agent may reasonably require. Except as

may be otherwise 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 to such stock, 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.

4.4 Lost, Stolen or Destroyed Certificates. The corporation may issue a new certificate of stock in place of any previously issued certificate alleged to have been lost, stolen or destroyed, upon such terms and conditions as the Board of Directors may prescribe, including the presentation of reasonable evidence of such loss, theft or destruction and the giving of such indemnity and posting of such bond as the Board of Directors may require for the protection of the corporation or any transfer agent or registrar.

4.5 Record Date. The Board of Directors may fix in advance a date as a record date for the determination of the stockholders entitled to notice of or to vote at any meeting of stockholders or to express consent (or dissent) to corporate action without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights in respect of any change, conversion or exchange of stock, or for the purpose of any other lawful action. Such record date shall not precede the date on which the resolution fixing the record date is adopted, and such record date shall not be more than 60 nor less than 10 days before the date of such meeting, nor more than 10 days after the date of adoption of a record date for a consent without a meeting, nor more than 60 days prior to any other action to which such record date relates.

If no record date is fixed, 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 before the day on which notice is given, or, if notice is waived, at the close of business on the day before the day on which the meeting is held. If no record date is fixed, the record date for determining stockholders entitled to express consent to corporate action without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first consent is properly delivered to the corporation. If no record date is fixed, 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 to such purpose.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

4.6 Regulations. The issue, transfer, conversion and registration of shares of stock of the corporation shall be governed by such other regulations as the Board of Directors may establish.

## ARTICLE V

### GENERAL PROVISIONS

5.1 Fiscal Year. Except as from time to time otherwise designated by the Board of Directors, the fiscal year of the corporation shall begin on the first day of January of each year and end on the last day of December in each year.

5.2 Corporate Seal. The corporate seal shall be in such form as shall be approved by the Board of Directors.

5.3 Waiver of Notice. Whenever notice is required to be given by law, by the Certificate of Incorporation or by 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, at or after the time of the event for which notice is to be given, shall be deemed equivalent to notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in any such waiver. 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.

5.4 Voting of Securities. Except as the Board of Directors may otherwise designate, the Chief Executive Officer, the President or the Treasurer may waive notice of, vote, or appoint any person or persons to vote, on behalf of the corporation at, and act as, or appoint any person or persons to act as, proxy or attorney-in-fact for this corporation (with or without power of substitution) at, any meeting of stockholders or securityholders of any other entity, the securities of which may be held by this corporation.

5.5 Evidence of Authority. A certificate by the Secretary, or an Assistant Secretary, or a temporary Secretary, as to any action taken by the stockholders, directors, a committee or any officer or representative of the corporation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

5.6 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.

5.7 Severability. Any determination that any provision of these By-laws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these By-laws.

5.8 Pronouns. All pronouns used in these By-laws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

## ARTICLE VI

### AMENDMENTS

6.1 By the Board of Directors. These By-laws may be altered, amended or repealed, in whole or in part, or new by-laws may be adopted by the Board of Directors.



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6.2 By the Stockholders. These By-laws may be altered, amended or repealed, in whole or in part, or new by-laws may be adopted by the affirmative vote of the holders of a majority of the shares of the capital stock of the corporation issued and outstanding and entitled to vote at any annual meeting of stockholders, or at any special meeting of stockholders, provided notice of such alteration, amendment, repeal or adoption of new by-laws shall have been stated in the notice of such special meeting.

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

### EXCLUSIVE LICENSE AGREEMENT

This EXCLUSIVE LICENSE AGREEMENT (the “Agreement”), dated April 28, 2016 (the “Effective Date”), is by and between THE TRUSTEES OF COLUMBIA UNIVERSITY IN THE CITY OF NEW YORK, a New York corporation (“Columbia”), and Vor BioPharma Inc., a Delaware corporation (“Company”).

#### 1. Definitions.

a. “Affiliate” shall mean any corporation or other entity that directly or indirectly controls, is controlled by, or is under common control with, another corporation or entity. Control means direct or indirect ownership of, or other beneficial interest in, fifty percent (50%) or more of the voting stock, other voting interest, or income of a corporation or other entity.

b. “Combination Product Adjustment” shall mean [\*\*\*].

[\*\*\*]

[\*\*\*]

[\*\*\*]

c. “Cover” or “Covered By” shall mean, with respect to a particular product, but for the licenses granted by Columbia hereunder, the discovery, development, manufacture, use, sale, import, export, distribution, rental or lease of the Product (i) infringes, in the case of a claim in an issued patent, or (ii) would infringe the claim if it existed in an issued patent, in the case of a claim in a pending application that has not been pending for more than [\*\*\*] from the filing of the first non-provisional patent application from which it claims priority.

d. “Designee” shall mean a corporation or other entity that is engaged by, under contract to, or in partnership with (i) Company, (ii) a Sublicensee, (iii) an Affiliate of Company or (iv) an Affiliate of a Sublicensee, if such corporation or other entity is granted the right to make, use, sell, promote, distribute, market, import, or export Products.

e. “FDA” shall mean the United States Food and Drug Administration or any successor agency, or any agency having similar responsibility in any jurisdiction outside the United States (whether multinational or national) (each, an “Other Regulatory Agency”).

f. “Field” shall mean all fields of use.

g. “IND” shall mean an Investigational New Drug Application (as described in 21 C.F.R. 312) that is filed with the FDA to initiate the conduct of human clinical trials with a drug/biologic (or an equivalent filing in a jurisdiction outside of the United States filed with an Other Regulatory Agency).

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

h. “Initiation” shall mean, with respect to a human clinical trial, the dosing or use of device, of the first patient in such a trial.

i. “License Year” shall mean the one year period from the Effective Date of this Agreement or an anniversary thereof to the next anniversary of the Effective Date.

j. “Major Market Territory” shall mean any one of the following countries: [\*\*\*].

k. “Materials” shall mean the tangible physical material, if any, delivered to Company hereunder, and any progeny or derivatives thereof developed by Company, its Affiliates or Sublicensees. Any Materials delivered to Company hereunder shall be listed in Exhibit B hereto.

l. “Net Sales” shall mean [\*\*\*]:

(i) [\*\*\*]

(ii) [\*\*\*]

(iii) [\*\*\*]

(iv) [\*\*\*]

[\*\*\*]

[\*\*\*]

m. “Other Product” shall mean any product or service (or component thereof), other than a Patent Product, the discovery, development, manufacture, use, sale, offering for sale, importation, exportation, distribution, rental or lease of which involves the use of or incorporation, in whole or in part, of Materials or Technical Information.

n. “Patent” or “Patents” shall mean: (i) the United States and foreign patents and/or patent applications listed in Exhibit A hereto; (ii) any non-provisional patent applications that claim priority to any provisional patent applications listed in Exhibit A hereto; (iii) any and all claims of continuation-in-part applications that claim priority to the United States patent applications listed in Exhibit A, but only where such claims are directed to inventions disclosed in the manner provided in the first paragraph of 35 U.S.C. Section 112 in the United States patent

**Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.**

applications listed in Exhibit A, and such claims in any patents issuing from such continuation-in-part applications; (iv) any and all foreign patent applications, foreign patents or related foreign patent documents that claim priority to the patents and/or patent applications listed in Exhibit A; (v) any and all divisionals, continuations, reissues, re-examinations, renewals, substitutions, and extensions of the foregoing; and (vi) any and all patents issuing from the foregoing. Notwithstanding the preceding definition, Patent and Patents may include patents or patent applications directed to a discovery, development, invention, enhancement, derivative, change or modification arising from the performance of research under the Research Agreement (as defined below), wherein such invention (x) is or may be patentable over the Patents listed in Exhibit A as of the Effective Date, (y) [\*\*\*], and (z) whose manufacture, use, or sale would infringe a Valid Claim (“**Included Improvements**”). The Parties agree to amend Exhibit A from time to time to specify such Included Improvements.

o. “Patent Product” shall mean any product or service (or component thereof) the discovery, development, manufacture, use, sale, offering for sale, importation, exportation, distribution, rental or lease of which is Covered By a Valid Claim of a Patent.

p. “Product” or “Products” shall mean a Patent Product and/or an Other Product.

q. “Research Agreement” shall mean that sponsored research agreement between Columbia and PureTech Health LLC relating to research conducted by [\*\*\*] at Columbia effective November 30, 2015 and executed contemporaneously herewith.

r. “Sublicensee” shall mean any third party to whom Company has granted a sublicense pursuant to this Agreement. An Affiliate of Company exercising rights hereunder shall not be considered a Sublicensee.

s. “Technical Information” shall mean any know-how, technical information and data developed by Columbia by or under the direction of [\*\*\*] prior to the Effective Date and provided to or received by Company, which know-how, technical information and data are necessary or useful for the discovery, development, manufacture, use, sale, offering for sale, importation, exportation, distribution, rental or lease of a Product, including, without limitation, (i) any know-how, technical information and data disclosed in any Patent or (ii) any reports or disclosures concerning research or inventions provided or disclosed to, or otherwise received by, Company. Technical Information shall include, but is not limited to, the information set forth in Exhibit B hereto.

t. “Territory” shall mean worldwide.

u. “Third Party” shall mean any entity or person other than Columbia, Company, Sublicensees, Designees, or their Affiliates.

v. “Valid Claim” shall mean a claim of (i) an issued and unexpired patent which has not been withdrawn, cancelled, abandoned, disclaimed, or held permanently revoked, unenforceable or invalid by a decision of a court or other governmental agency or competent jurisdiction of a patent that is or should be (in the case of Included Improvements) listed on

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

Exhibit A, or (ii) any patent application that is or should be (in the case of Included Improvements) listed on Exhibit A that is not cancelled, withdrawn, or abandoned, or pending for more than [\*\*\*] from the filing of the first non-provisional patent application from which it claims priority, unless and until such claim becomes an issued claim of an issued patent.

## 2. License Grants.

a. Columbia hereby grants to the Company and any Affiliate thereof, upon and subject to all the terms and conditions of this Agreement (including Section 3 hereof):

(i) an exclusive right and license under the Patents to discover, develop, manufacture, have made, use, sell, offer to sell, have sold, import, export, distribute, rent or lease Products in the Field and throughout the Territory (the “**Patent License**”);

(ii) an exclusive right and license to use Technical Information to discover, develop, manufacture, have made, use, sell, offer to sell, have sold, import, export, distribute, rent or lease Products in the Field and throughout the Territory (the “**Know-How License**”); provided that subject to Section 3b, Columbia and its faculty and employees shall have the right to publish, disseminate or otherwise disclose the Technical Information; and

(iii) an exclusive right and license to use Materials to discover, develop, manufacture, have made, use, sell, offer to sell, have sold, import, export, distribute, rent or lease Products in the Field and throughout the Territory (the “**Materials License**”).

b. Columbia hereby grants to Company the right to grant sublicenses of any of its rights granted in Section 2a to third parties and their Affiliates, provided that: (i) the Sublicensee agrees to abide by and be subject to all the terms and provisions of this Agreement applicable to the Company; (ii) the Sublicensee shall only have the right to grant sublicenses under this Agreement to Affiliates and to one non-affiliated third party (it being understood that each further Sublicensee shall be subject to the provisions of this Section 2b to the same extent as if it was an initial Sublicensee hereunder); (iii) the sublicense agreement shall provide that, in the event of any inconsistency between the sublicense agreement and this Agreement, this Agreement shall control; (iv) the Sublicensee will submit quarterly reports to Company consistent with the reporting provision of Section 5a herein; (v) Company remains fully liable for the performance of its and its Sublicensee’s obligations hereunder; (vi) Company notifies Columbia of any proposed grant of a sublicense and provides to Columbia, upon request, a copy of any executed sublicense agreement [\*\*\*] after execution thereof; and (vii) no such sublicense or attempt to obtain a sublicense shall relieve Company of its obligations under Section 6 hereof to exercise its own commercially reasonable efforts, directly or through a sublicense, to discover, develop and market Products, nor relieve Company of its obligations to pay Columbia any and all license fees, royalties and other payments due under the Agreement, including but not limited to under Sections 4, 5 and 11 of the Agreement. The granting of sublicenses shall be at Company’s sole and exclusive discretion, and Company shall have the sole and exclusive power to determine the identity of any sublicensee, the applicable licensee fees or royalty rates, and subject to the preceding sentence, the other terms and conditions of the sublicense.

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c. All rights and licenses granted by Columbia to Company under this Agreement are subject to (i) any limitations imposed by the terms of any government grant, government contract or government cooperative agreement applicable to the technology that is the subject of this Agreement, a list of which is set forth on Schedule 2c, and (ii) applicable requirements of 35 U.S.C. Sections 200 *et seq.*, as amended, and implementing regulations and policies. Without limitation of the foregoing, Company agrees that, to the extent required under 35 U.S.C. Section 204, any Product used, sold, distributed, rented or leased by Company, Sublicensees, Designees, and their Affiliates in the United States will be manufactured substantially in the United States. In addition, Company agrees that, to the extent required under 35 U.S.C. Section 202(c)(4), the United States government is granted a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States any Patent throughout the world.

d. All rights not specifically granted herein are reserved to Columbia. Except as expressly provided under this Section 2, no right or license is granted (expressly or by implication or estoppel) by Columbia to Company or its Affiliates or Sublicensees under any tangible or intellectual property, materials, patent, patent application, trademark, copyright, trade secret, know-how, technical information, data or other proprietary right.

3. Reservation of Rights for Research Purposes; Publication Rights.

a. Reservation of Rights. Columbia reserves the right to practice the Patents and use Materials, to the extent Patents and Materials are exclusively licensed hereunder, solely for academic research and non-commercial educational purposes in the Field and, upon written notification to the Company, to permit other entities or individuals to practice and use such Patents and Materials for academic research and non-commercial educational purposes in the Field. Columbia shall obtain from all entities or individuals who are given permission to practice and use such Patents and Materials an agreement in writing to limit such use solely to academic research and non-commercial educational purposes. Columbia agrees to take into due consideration Company’s reasonable objection to the transfer of Materials to a particular entity or individual.

b. Publication Rights. Company acknowledges that Columbia is dedicated to free scholarly exchange and to public dissemination of the results of its scholarly activities. Accordingly, Columbia and its faculty and employees shall have the right, consistent with academic standards, to publish, disseminate or otherwise disclose information relating to its research activities, including under the Patents and certain Technical Information, subject, however, to the Company’s rights under Section 9 (Publication) of the Research Agreement.

4. Fees, Royalties and Payments.

a. Importance of Technical Information and Materials. Company has requested, and Columbia has agreed, to grant certain rights to Technical Information and Materials. Company requires these rights in order to develop and commercialize the technology licensed hereunder. Because of the importance of Technical Information and Materials, Company has agreed to pay certain royalties to Columbia on Other Products, as specified below, even if it is not Covered By a Patent, in order to obtain rights to Technical Information and

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Materials. Company has agreed to these payments because of the commercial value of Technical Information and Materials, separate and distinct from the commercial value of the Patents. Company acknowledges that it would not have entered into this Agreement without receiving the rights to the Technical Information and Materials specified in Section 2. Company further acknowledges that licenses to Technical Information, Materials, and each patent and application within the definition of Patents were separately available from a license to the Patents, and that for convenience and because of the preference of Company, the parties executed a combined license to the Patents, Technical Information, and Materials.

b. In consideration of the licenses granted under Section 2a of this Agreement, the Company shall pay to Columbia as follows:

(i) License Fee: A one-time, nonrefundable, non-recoverable and non-creditable license fee in the sum of \$25,000, payable upon execution of this Agreement;

(ii) Annual Fee: A nonrefundable, non-recoverable and non-creditable annual license fee in the sum of [\*\*\*], payable on the 3rd anniversary of the Effective Date and each anniversary thereafter; and

(iii) Royalties:

(A) With respect to sales of Products by Company and its Designees or their Affiliates (but not Sublicensees), in the Territory, a nonrefundable and non-recoverable royalty of:

(1) [\*\*\*]; and

(2) [\*\*\*].

(B) With respect to royalties payable for Products under Section 4b(iii)(A), in the event that Company is required to pay royalties to a Third Party in order to sell a Product without infringing such Third Party’s intellectual property rights relating to patents, materials and/or technical information, the royalty rate due to Columbia on Net Sales of such Product shall be reduced by[\*\*\*], provided that the royalty rate payable to Columbia shall not be less than [\*\*\*] of the royalty set out in Section 4b(iii)(A)(1) and not less than [\*\*\*] of the royalty set out in Section 4b(iii)(A)(2).

(iv) Equity: Columbia shall be granted shares representing [\*\*\*] of the Company’s outstanding common stock as of the Effective Date of this Agreement (the “**Restricted Stock**”). The Restricted Stock will be subject to the terms and conditions of the form of Restricted Stock Agreement approved by the Company’s Board of Directors. The

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Restricted Stock will vest as to [\*\*\*] of the shares upon the Effective Date of this Agreement, and as to the remaining [\*\*\*] of the shares on the second anniversary of the Effective Date, provided that the License Agreement has not been terminated pursuant to Section 16e herein. The Restricted Stock Agreement will contain pre-emptive rights, which will be assignable by Columbia to Osage University Partners unless a conflict of interest issue exists..

c. Calculation of Certain Payments to Columbia. If an event giving rise to a milestone payment by a Sublicensee, their Designees or their Affiliates to Company is the same as an event giving rise to a Developer Milestone Payment by Company to Columbia pursuant to Section 4e of this Agreement, Company’s obligations pursuant to this Agreement shall be to pay the greater of the Developer Milestone Payment or the [\*\*\*] of the Other Sublicensee Revenue attributable to the milestone payment pursuant to Section 4d of this Agreement, but not both.

d. Sublicense Payments. In consideration of Company’s right to sublicense third parties granted under Section 2b of this Agreement, Company shall pay to Columbia the following nonrefundable, non-recoverable amounts: [\*\*\*] of gross royalties (“**Sublicense Royalties**”), [\*\*\*] (“**Other Sublicense Revenue**”). Notwithstanding the foregoing, Other Sublicense Revenue shall not include: [\*\*\*]. For the benefit of clarity, the Parties agree that the definition or calculation of Net Sales contained in any Sublicense Agreement shall be entitled the [\*\*\*] set forth in Section 1b and Royalty Anti-Stacking Adjustment set forth in Section 4b(iii)(B) hereof.

e. Development Milestone Payments: In the event that the Company, Sublicensees, or their Affiliates (collectively “**Developer**”) develops a Product for potential commercial sale in the Territory, the following nonrefundable, non-recoverable milestone payments shall be made by Company to Columbia with respect to the first Product to reach each milestone or when the milestone is first achieved, as applicable (collectively, the “**Developer Milestone Payments**”):

- (i) [\*\*\*];
- (ii) [\*\*\*];
- (iii) [\*\*\*]
- (iv) [\*\*\*]
- (v) [\*\*\*]; and
- (vi) [\*\*\*].

f. Duration of Patent Product Royalties. Royalties on Patent Products shall be payable on a country-by country basis and a product-by-product basis for such period as a Valid Claim Covers the Patent Product in a country.

g. Duration of Other Product Royalties. Royalties on Other Products shall be payable on a country-by-country and product-by-product basis for the longer of (i) ten (10) years after the first bona fide commercial sale of an Other Product in a country or (ii) expiration of any market exclusivity period granted by a regulatory agency covering an Other Product.



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h. Highest Royalty Due. If a Product is covered by both the definition of Patent Product and Other Product, Columbia shall be entitled to the Patent Product royalty rate on the Product. Columbia shall not be entitled to more than one royalty payment on the same Product sale under Section 4. To the extent a Product ceases being a Patent Product, but is still an Other Product, Columbia shall be entitled to the Other Product royalty rate on the Product, but only for such time as specified in Section 4g. By way of example, but not by way of limitation, if the manufacture of a Product is Covered by the Valid Claim of a Patent, and the manufacture of that Product also incorporates in part Technical Information, Company must pay the royalty specified in Section 4b(iii)(A)(1). If, after some period of time (for example, five years) of paying the royalties specified in Section 4b(iii)(A)(1) on the Product, the Product ceases to be a Patent Product, Company must continue to pay royalties on the Product pursuant to Section 4b(iii)(A)(2) for the duration specified in Section 4g measured from the first bona fide commercial sale of the Patent Product on a country-by-country and product-by-product basis.

i. No Non-Monetary Consideration. Without Columbia’s prior written consent, Company, Sublicensees, Designees, and Affiliates of the foregoing, shall not solicit or accept any consideration for the sale of any Product other than as will be accurately reflected in Net Sales. Furthermore, Company shall not enter into any transaction with any Affiliate that would circumvent its monetary or other obligations under this Agreement.

j. Rate Adjustment on Challenge; Payment of Costs and Expenses.

(i) In the event Company (or any entity or person acting on its behalf) initiates any proceeding or otherwise asserts any claim challenging the validity or enforceability of any Patent in any court, administrative agency or other forum (“**Challenge**”), all royalty rates, and other payment rates set forth in Sections 4b(iii) shall be automatically doubled on and after the date of such challenge for the remaining term of this Agreement.

(ii) Company shall pay all costs and expenses incurred by Columbia (including actual attorneys’ fees) in connection with defending a Challenge. Columbia may bill Company on a quarterly basis with respect to such costs and expenses, and Company shall make payment within [\*\*\*] after receiving an invoice from Columbia.

(iii) In the event at least one claim of a Patent that is subject to a Challenge survives the Challenge by not being found invalid or unenforceable, regardless of whether the claim is amended as part of the Challenge, all royalty rates, minimum royalties, and other payment rates set forth in Sections 4b(iii) shall be [\*\*\*] on and after the date of such finding for the remaining term of this Agreement.

Company acknowledges and agrees that the provisions set forth in this Section 4j reasonably reflect the value derived from the Agreement by Company in the event of a Challenge. In addition, Company acknowledges and agrees that any payments made under this Section 4j shall be nonrefundable and non-recoverable for any reason whatsoever.

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k. Sale Below Fair Market Value. In the event that Company, Sublicensees, Designees or their Affiliates sell Product to a Third Party to whom it also sells other products, the price for Product shall not be established such that Net Sales is below fair market value with the intent of increasing market share for other products sold by Company, Sublicensees, Designees or their Affiliates to such Third Party or for the purpose of reducing the amount of royalties payable on the Net Sales of Product. If the sale of Product under such circumstances results in Net Sales below the fair market value of Product, then the Net Sales of Product in such transaction shall be deemed to be the fair market value for purposes of calculating payments owed to Columbia under this Agreement.

l. Global Social Responsibility. During the term of this Agreement, Columbia and Company agree to take into consideration the principle of “Global Social Responsibility” in performing the various activities under this Agreement. “Global Social Responsibility” means facilitating the availability of Products in “Developing Countries” under reasonable circumstances and terms to improve access to such Products in such countries. “Developing Countries” shall mean those countries listed by the World Bank as “Low Income Economies”, as such list may change from time to time. Notwithstanding the foregoing, Company shall not be held in breach of any of its obligations under this Agreement based in whole or in part on a failure to take into consideration the principle of “Global Social Responsibility.”

5. Reports and Payments.

a. Within [\*\*\*] after the first business day of each calendar quarter of each License Year of this Agreement, Company shall submit to Columbia a written report with respect to the preceding calendar quarter (the “**Payment Report**”) stating:

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

(i) Gross and Net Sales of Products by Company, Sublicensees, Designees and their Affiliates during such quarter, together with detailed information sufficient to permit Columbia to verify the accuracy of reported Net Sales, including Combination Product Adjustment, Net Sales Adjustments, Product names, country where manufactured, country where sold, actual selling price, units sold, an identification of all Patent claims that any Patent Product is Covered By, and an identification of Materials and Technical Information used or incorporated in the discovery, development, manufacture, use, sale, offering for sale, importation, exportation, distribution, rental or lease of any Other Product;

(ii) Amounts accruing to, and amounts received by, Company from its Sublicensees during such quarter together with the respective payment reports received by Company from any Sublicensees; and

(iii) A calculation under Section 4 of the amounts due to Columbia, making reference to the applicable subsection thereof.

b. Simultaneously with the submission of each Payment Report, Company shall make payments to Columbia of the amounts due for the calendar quarter covered by the Payment Report. Payment shall be by check payable to The Trustees of Columbia University in the City of New York and sent to the following address:

The Trustees of Columbia University in the City of New York  
Columbia Technology Ventures  
[\*\*\*]  
New York, NY 10008-1394

or to such other address as Columbia may specify by notice hereunder, or if requested by Columbia, by wire transfer of immediately available funds by Company to:

Wells Fargo  
375 Park Avenue, 6<sup>th</sup> Floor  
MAC J0127-063  
New York, NY 10152

**(This is the bank’s address not Columbia University’s.  
Do not use this address for correspondence to Columbia University.)**

Routing #: [\*\*\*]

Swift #: [\*\*\*] (use for foreign wires)

Swift #: [\*\*\*] (use for domestic wires)

Columbia Account #: [\*\*\*]

Beneficiary: [\*\*\*]

Other identifying info: include invoice #, contract #

or to such other bank and account identified by notice to Company by Columbia. Company is required to send the quarterly royalty statement whether or not royalty payments are due.

c. Within [\*\*\*] after the date of termination or expiration of this Agreement, Company shall pay Columbia any and all amounts that are due pursuant to this Agreement as of the date of such termination or expiration, together with a Payment Report for

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such payment in accordance with Section 5a hereof, except that such Payment Report shall cover the period from the end of the last calendar quarter prior to termination or expiration to the date of termination or expiration. Nothing in the foregoing shall be deemed to satisfy any of Company’s other obligations under this Agreement upon termination or expiration.

d. With respect to revenues obtained by Company in foreign countries, Company shall make royalty payments to Columbia in the United States in United States Dollars. Royalty payments for transactions outside the United States shall first be determined in the currency of the country in which they are earned, and then converted to United States dollars using the buying rates of exchange quoted by The Wall Street Journal (or its successor) in New York, New York for the last business day of the calendar quarter in which the royalties were earned. Any and all loss of exchange value, taxes, or other expenses incurred in the transfer or conversion of foreign currency into U.S. dollars, and any income, remittance, or other taxes on such royalties required to be withheld at the source shall be the exclusive responsibility of Company, and shall not be used to decrease the amount of royalties due to Columbia. Royalty statements shall show sales both in the local currency and US dollars, with the exchange rate used clearly stated.

e. Company shall maintain at its principal office usual books of account and records sufficient to determine Company’s compliance with its payment obligations hereunder. Upon reasonable notice, but not more than once per calendar year and during normal business hours, Columbia, at its own expense, may have an independent certified public accountant or auditor (as to whom Company has no reasonable objection) (the “**Auditor**”) inspect such books and records solely for purposes of verifying the accuracy of the amounts paid under this Agreement. The review may cover a period of not more than [\*\*\*] before the first day of the calendar quarter in which the review is requested. The Auditor [\*\*\*] shall use reasonable efforts to conduct such audit in a manner designed to minimize disruption of Company’s normal business operations. All information and materials made available to or otherwise obtained or prepared by or for the Auditor in connection with such audit shall be deemed Company’s Confidential Information and shall be subject to the Auditor’s entry, prior to conducting the audit, into a written agreement with Company containing confidentiality and restricted use obligations at least as restrictive as those set out in Section 7. In the event that such review shows that Company has underpaid royalties by [\*\*\*] or more with respect to any calendar quarter, Company shall pay, within [\*\*\*] after demand by Columbia, the costs and expenses of such review (including the fees charged by the Auditor involved in the review). Company agrees to cooperate with the Auditor in connection with any such review. During the review, Company shall provide the Auditor all information reasonably requested to audit and test for completeness, including information relating to sales, inventory, manufacturing, purchasing, transfer records, customer lists, invoices, purchase orders, sales orders, shipping documentation, Sublicensee royalty reports, pricing policies, Net Sales Adjustments, and sublicense agreements.

f. Columbia shall provide to Company a copy of the Auditor’s audit report within [\*\*\*] of Columbia’s receipt of the report. If the report shows that payments made by Company are deficient, Company shall pay Columbia the deficient amount within [\*\*\*] after Company’s receipt of the audit report. If the report shows that

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payments made by Company are in excess of the required payment, Columbia shall credit Company the excess amount at the time it provides the copy of the Auditor’s audit report to Company, and such amount shall be deducted from the amount of royalties on Net Sales of Products due to Columbia on the next Payment Report.

g. Notwithstanding anything to the contrary in this Agreement (including Section 15b), and without limiting any of Columbia’s rights and remedies hereunder, any payment required hereunder that is made more than [\*\*\*] late (including unpaid portions of amounts due) shall bear interest, [\*\*\*], either at the rate of [\*\*\*] per annum, or in Columbia’s sole discretion, at [\*\*\*] as published by the Wall Street Journal on the last day of the applicable billing period. Any interest charged or paid in excess of the maximum rate permitted by applicable New York State Law shall be deemed the result of a mistake and interest paid in excess of the maximum rate shall be credited or refunded (at the Company’s option) to Company.

h. [\*\*\*].

i. Beginning after submission of a new drug application to the FDA in the United States (or its equivalent outside the United States), Company shall submit to Columbia annual non-binding forecasts on the first business day following January 1 for annual sales of Products by Company, Sublicensees, Designees and their Affiliates to Columbia for its internal budget purposes.

#### 6. Diligence.

a. Company shall use its commercially reasonable efforts to research, discover, develop and market Products for commercial sale and distribution in the Territory, and to such end, such efforts will include the following:

(i) [\*\*\*]

b. Notwithstanding any other provisions of this Agreement, in the event that neither milestone is achieved within the specified timeframe, the Parties agree to discuss in good faith a revised development plan. In the event that the Parties fail to mutually agree upon a revised development plan, Columbia shall have the option of terminating all of the licenses granted under Section 2 in accordance with Section 16 of this Agreement, or converting any or all of such exclusive licenses to nonexclusive licenses with no right to sublicense and no right to initiate legal proceedings pursuant to Section 11.

c. Company shall report in writing to Columbia on an annual basis progress made toward the diligence objectives set forth above, which shall include product development and partnering progress reports.

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

7. Confidentiality.

a. During the Term of this Agreement, either Party (as the “**Discloser**”) may disclose or make available to the other party (as the “**Recipient**”) information about its business, research, financials, product development plans, sales forecasts, customers, patents, intellectual property, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential” (“**Confidential Information**”). The parties shall maintain in confidence and shall not disclose to a Third Party any Confidential Information received pursuant to this Agreement, without the prior written consent of the Discloser, except that Confidential Information may be disclosed by either party to a Third Party (i) who has a need to know the information in connection with the exercise by either party of its rights under this Agreement and who has agreed in writing to keep the information confidential to the same extent as is required of the parties under this Section 7, or (ii) to whom either party is legally obligated to disclose the information. For purposes of this Agreement, “Confidential Information” includes, but is not limited to, the Patents, Materials, Technical Information, Included Improvements, Payment Reports and any audit reports.

b. The obligations of confidentiality under this Section 7 do not apply to any Confidential Information that the Recipient can demonstrate:

- (i) was known to the Recipient prior to receipt thereof from the Discloser;
- (ii) was or becomes a matter of public information or publicly available through no act or failure to act on the part of the Recipient;
- (iii) is acquired by the Recipient from a third party entitled to disclose it to the Recipient (except in the case of an audit report);
- (iv) is discovered or developed independently without reference to or use of such Confidential Information, as evidenced by contemporaneous written records; or

(v) is the subject of a legally binding court order compelling disclosure, or is otherwise subject to any law or regulation or regulatory body compelling disclosure, provided that Recipient must give the Discloser reasonable advance notice of such required disclosure, and Recipient must cooperate with Discloser in attempting to prevent or limit such disclosure.

8. Representation and Warranty; Disclaimer of Warranty; Limitations of Liability.

a. Columbia (i) represents that as of the Effective Date, all of the listed inventors on the US Provisional Patent Application listed on Exhibit A have assigned all right, title and interest in such patent application to Columbia. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 8A, COLUMBIA IS LICENSING THE PATENTS, MATERIALS, TECHNICAL INFORMATION, AND THE SUBJECT OF ANY OTHER LICENSE HEREUNDER, ON AN “**AS IS**” BASIS. COLUMBIA MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED OF ANY KIND, AND HEREBY EXPRESSLY DISCLAIMS ANY

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WARRANTIES, REPRESENTATIONS OR GUARANTEES OF ANY KIND AS TO THE PATENTS, MATERIALS, TECHNICAL INFORMATION, PRODUCTS AND/OR ANYTHING DISCOVERED, DEVELOPED, MANUFACTURED, USED, SOLD, OFFERED FOR SALE, IMPORTED, EXPORTED, DISTRIBUTED, RENTED, LEASED OR OTHERWISE DISPOSED OF UNDER ANY LICENSE GRANTED HEREUNDER, INCLUDING BUT NOT LIMITED TO: ANY WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS, ADEQUACY OR SUITABILITY FOR A PARTICULAR PURPOSE, USE OR RESULT; ANY WARRANTIES AS TO THE VALIDITY OF ANY PATENT; AND ANY WARRANTIES OF FREEDOM FROM INFRINGEMENT OF ANY DOMESTIC OR FOREIGN PATENTS, COPYRIGHTS, TRADE SECRETS OR OTHER PROPRIETARY RIGHTS OF ANY PARTY.

b. In no event shall Columbia, or its trustees, officers, faculty members, students, employees and agents, have any liability to Company, Sublicensees, Designees, or Affiliates of the foregoing, or any Third Party arising out of the use, operation or application of the Patents, Technical Information, Materials, Products, or anything discovered, developed, manufactured, used, sold, offered for sale, imported, exported, distributed, rented, leased or otherwise disposed of under any license granted hereunder by Company, Sublicensees, Designees or Affiliates of the foregoing, or any Third Party for any reason, including but not limited to, the unmerchantability, inadequacy or unsuitability of the Patents, Materials, Technical Information, Products and/or anything discovered, developed, manufactured, used, sold, offered for sale, imported, exported, distributed, rented, leased or otherwise disposed of under any license granted hereunder for any particular purpose or to produce any particular result, or for any latent defects therein.

c. In no event will either party be liable for any consequential, incidental, special or indirect damages (including, but not limited to, from any destruction to property or from any loss of use, revenue, profit, time or good will) based on activity arising out of or related to this Agreement, whether pursuant to a claim of breach of contract or any other claim of any type.

d. In no event shall Columbia's liability to Company exceed the payments made to Columbia by Company under this Agreement.

e. The parties hereto acknowledge that the limitations and exclusions of liability and disclaimers of warranty set forth in this Agreement form an essential basis of the bargain between the parties.

9. Prohibition Against Use of Columbia's Name.

Neither party will use the name, insignia, or symbols of the other party, its faculties or departments, or any variation or combination thereof, or the name of any trustee, faculty member, other employee, or student for any purpose whatsoever without the other party's prior written consent.

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

10. Compliance with Governmental Obligations.

a. Notwithstanding any provision in this Agreement, Columbia disclaims any obligation or liability arising under the license provisions of this Agreement if Company or its Affiliates is charged in a governmental action for not complying with or fails to comply with governmental regulations in the course of taking steps to bring any Product to a point of practical application.

b. Company and its Affiliates shall comply upon reasonable notice from Columbia with all governmental requests directed to either Columbia or Company or its Affiliates and provide all information and reasonable assistance necessary to comply with the governmental requests related to the Patents.

c. Company and its Affiliates shall ensure that the research, development, manufacturing and marketing under this Agreement complies in all material respects with all applicable laws including, but not limited to, Federal, state, and municipal laws.

11. Patent Prosecution and Maintenance; Litigation.

a. In the event: (i) either party believes that a Patent or Technical Information is being infringed or misappropriated by a third party; or (ii) if a third party alleges that any Patent is invalid or unenforceable or claims that a Product, or the development, manufacture, use, sale, import, export, distribution, rental or lease of Product infringes such third party’s intellectual property rights, the party possessing such belief or awareness of such claims shall promptly provide written notice to the other party and provide it with all details of such infringement or claim, as applicable, that are known by such party.

b. Columbia, by counsel it selects to whom Company has no reasonable objection, in consultation with Company and any counsel appointed by the Company, will prepare, file, prosecute and maintain all Patents in Columbia’s name and in countries designated by the Company. In the event that Company notifies Columbia in writing that it does not wish to support the filing, continued prosecution or maintenance of a patent, patent application, divisional, continuation, reissue, re-examination, renewal, substitution, or extension within the Patents in any individual country (“**Prosecution Notification**”), then Company’s obligations to reimburse Patent Expenses (as defined below) shall terminate upon such Prosecution Notification. In the event that Columbia chooses to continue such filing, prosecution and/or maintenance in such country, then such patent application and any patent issuing thereon shall not be included in the Patent License, effective upon receipt by Columbia of the Prosecution Notification. In consideration of Company’s payment of all Patent Expenses, Company shall have the right to review and comment upon all communications to and/or from any patent offices, which Columbia shall use reasonable efforts, subject to its reasonable discretion, to incorporate into any such communications. In order to exercise the foregoing right, Columbia shall instruct its patent counsel (1) to provide Company with copies of all correspondence related to Patents (including copies of each patent application, office action, response to office action, request for terminal disclaimer, and request for reissue or reexamination of any patent or patent application) as promptly as practicable and within a timeframe that will allow the Company to meaningfully participate in the request/filing/action, as applicable, and (2) as requested by



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Company, to provide an update as to the current status of all Patents. The parties agree that consultation between the parties relating to the Patents under this Section 11 shall be pursuant to a common interest in the validity, enforceability and scope of the Patents. Each party shall treat such consultation, along with any information disclosed by each party in connection therewith (including any information concerning Patent Expenses), as Confidential Information. If Company seeks to challenge the validity, enforceability or scope of any Patent, Columbia’s consultation obligation under this Section 11b shall automatically terminate; for the avoidance of doubt, any such termination shall not affect Company’s confidentiality and nondisclosure obligations with respect to consultation or disclosure of information prior to such termination, and shall not affect any other provisions of this Agreement (including Company’s reimbursement obligation under Section 11c).

c. Company has reimbursed Columbia for the fees, costs, and expenses Columbia incurred prior to January 31, 2016 and invoiced to Company, and the Company will pay the actual reasonable fees, costs, and expenses that Columbia incurs following January 31, 2016 in preparing, filing, prosecuting and maintaining the Patents, including without limitation, attorneys’ fees, the costs of any interference proceedings, oppositions, reexaminations, or any other ex parte or inter partes administrative proceeding before patent offices, taxes, annuities, issue fees, working fees, maintenance fees and renewal charges (collectively “**Patent Expenses**”). Patent Expenses incurred by Columbia after January 31, 2016 shall be reimbursed to Columbia by Company within [\*\*\*] of receiving Columbia’s reasonably detailed invoice. However, at Columbia’s election, Columbia may require advance payment of a reasonable estimate of future Patent Expenses; provided that patent counsel sets forth such estimate with a reasonable amount of detail regarding the legal work to be performed (“**Advanced Payment**”). Columbia may require the Company to make Advanced Payment up to one month prior to the date Columbia has chosen for the legal work to be completed. In any event, Columbia will give at [\*\*\*] notice to the Company prior to the date the Advance Payment is due. Any unused balance of an Advanced Payment, if any, will be credited towards future Patent Expenses, or upon Company’s written request, promptly returned to the Company. Within [\*\*\*] of receiving an invoice from Columbia for any Patent Expenses incurred in excess of the Advanced Payment, Company shall reimburse Columbia for such excess amount. Upon failure of Company to pay Patent Expenses for any Patent(s) as required by this Section 11c, Columbia may abandon any said Patent(s) in its sole discretion upon [\*\*\*] advance written notice to Company.

d. Subject to the rights granted to Company in Sections 11e and 11g, Columbia shall have the sole right to initiate, control, defend and/or settle any proceedings involving the validity, enforceability or infringement of any Patents when in its sole judgment such action may be necessary, proper, and justified.

e. Upon written notice to Columbia, Company may request that Columbia take steps to stop a Third Party who is selling a product that does or will compete with a Product sold or being developed by Company, an Affiliate, Sublicensee, or Sublicensee Affiliate (“**Third Party Infringer**”) from infringing an issued patent falling within the definition of Patents by providing Columbia with written evidence demonstrating prima facie infringement of specific claims of such Patent. Company shall have the right to initiate legal proceedings against any such Third-Party Infringer in its own name and at Company’s sole expense, unless Columbia, not later

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than [\*\*\*] after receipt of such notice, either (i) causes such infringement to cease or (ii) initiates legal proceedings against the Third-Party Infringer. Company will provide all assistance reasonably requested by Columbia and will not make any admission or assert any position in any legal or administrative proceeding that is inconsistent with or adverse to any position asserted by Columbia in any proceedings against the Third Party Infringer, without Columbia’s prior written consent. Notwithstanding the foregoing, Columbia shall have no obligation to assert more than one Patent in one jurisdiction against the Third-Party Infringer. Any proposed disposition or settlement of a legal proceeding filed by Company to enforce any issued patent falling within the definition of Patents against any Third-Party Infringer shall be subject to Columbia’s prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Company’s rights under this Section 11d shall apply only to claims of Patents that are exclusively licensed to Company under this Agreement and only in the Field and Territory which are exclusively licensed to Company under this Agreement.

f. Any recovery, whether by way of settlement or judgment, from a third party pursuant to a legal proceeding initiated in accordance with Section 11e shall first be used to reimburse the party initiating such legal proceeding for its actual fees, costs and expenses incurred in connection with such proceeding. Any remaining amounts from any such settlement or judgment shall be divided as follows: (A) for any portion of the recovery attributed to sales of Product, Columbia shall retain or receive, as applicable, the royalty that it would have otherwise received under Section 4b(iii) had such selling activities been performed by Company, and (B) as for the remainder (or as to the total recovery if there is no portion of the recovery attributed to sales of Product), 85% to the party who initiated or carried on the proceedings and 15% to the other party.

g. In the event a party initiates or defends a legal proceeding concerning any Patent pursuant to Section 11, the other party shall cooperate as fully as reasonably practicable with and supply such assistance as reasonably requested by the party initiating such proceeding, including without limitation, joining the proceeding as a party if requested. The party that institutes any legal proceeding concerning any Patent pursuant to Section 11 shall have sole control of that proceeding.

## 12. Indemnity and Insurance.

a. Company will indemnify, defend, and hold harmless Columbia, its trustees, officers, faculty, employees, students and agents, from and against any and all actions, suits, claims, demands, prosecutions, liabilities, costs, expenses, damages, deficiencies, losses or obligations (including attorneys’ fees) based on, arising out of, or relating to this Agreement, including, without limitation, (i) the discovery, development, manufacture, packaging, use, sale, offering for sale, importation, exportation, distribution, rental or lease of Products, even if altered for use for a purpose not intended, (ii) the use of Patents, Materials or Technical Information by Company, Sublicensees, Designees, or their Affiliates or customers, (iii) any representation made or warranty given by Company, Sublicensees, Designees, or their Affiliates with respect to Products, Patents, Materials or Technical Information, (iv) claims relating to Products infringing third party intellectual property rights, and (v) any asserted violation of the Export Laws (as defined in Section 14 hereof) by Company, Sublicensees, Designees, or their Affiliates. Company shall reimburse Columbia for the actual fees, costs, and expenses (including attorneys’ fees) that it may incur in enforcing this provision.

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b. Company shall maintain, during the term of this Agreement, commercial general liability insurance (including product liability and contractual liability insurance applicable to Company’s indemnity obligations under Section 12a) with reputable and financially secure insurance carriers reasonably acceptable to Columbia to cover the activities of Company, Sublicensees, Designees, and their Affiliates, for minimum limits of [\*\*\*] combined single limit for bodily injury and property damage per occurrence and in the aggregate. Company shall furnish a certificate of insurance evidencing such coverage, with [\*\*\*] written notice to Columbia of cancellation or material change in coverage. The minimum amounts of insurance coverage required herein shall not be construed as creating any limitation on the Company’s indemnity obligation under Section 12a of this Agreement.

c. Company’s insurance shall be primary coverage; any insurance Columbia may purchase shall be excess and noncontributory. The Company’s insurance shall be written to cover claims incurred, discovered, manifested, or made during or after the expiration of this Agreement.

d. Company shall at all times comply with all statutory workers’ compensation and employers’ liability requirements covering its employees with respect to activities performed under this Agreement.

### 13. Marking.

The Company shall comply with applicable law as to markings in each county within the Territory in which it sells Product. The Company shall cause its Affiliates, and its Sublicensees and Designees and their Affiliates, to comply with the marking requirements of this Section 13.

### 14. Export Control Laws.

Company agrees to comply with applicable U.S. export laws and regulations pertaining to the export of technical data, services and commodities, including, if applicable, the International Traffic in Arms Regulations (22 C.F.R. § 120 et seq.), the Export Administration Regulations (15 C.F.R. § 730 et seq.), the regulations administered by the Treasury Department’s Office of Foreign Assets Control (31 C.F.R. § 500, et seq.), and the Anti-Boycott Regulations (15 C.F.R. § 760). The parties shall cooperate with each other to facilitate compliance with these laws and regulations.

Company understands that sharing controlled technical data with non-U.S. persons is an export to that person’s country of citizenship that is subject to U.S. export laws and regulations, even if the transfer occurs in the United States. Company shall obtain any necessary U.S. government license or other authorization required pursuant to the U.S. export control laws and regulations for the export or re-export of any commodity, service or technical data covered by this Agreement, including technical data acquired from Columbia pursuant to this Agreement and products created as a result of that data.

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

15. Breach and Cure.

a. In addition to applicable legal standards, Company shall be deemed to be in material breach of this Agreement for: [\*\*\*].

b. Either party shall have the right to cure its material breach. The cure shall be effected within a reasonable period of time, but in no event later than [\*\*\*] after written notice of any breach given by the non-breaching party; provided that in the event that Company fails to promptly reimburse Patent Expenses in excess of [\*\*\*] in accordance with Section 11c, Company shall have [\*\*\*] to cure such breach. Notwithstanding the foregoing, the cure period may be extended in the sole discretion of the non-breaching party.

16. Term of Agreement.

a. This Agreement shall be effective as of the Effective Date and shall continue in full force and effect until its expiration or termination in accordance with this Section 16.

b. Unless terminated earlier under any provision of this Agreement, the term of the licenses granted hereunder shall extend, on a country-by-country and product-by-product basis, in the case of: (i) the Patent License until the date of expiration of the last to expire of the issued patents falling within the definition of Patents; (ii) the Know-How License, until the later of ten (10) years after the first bona fide commercial sale of a Product in the country in question or expiration of any market exclusivity period granted by a regulatory agency; the (iii) Materials License, until the Know-How License expires. In the case of the Know-How License and the Materials License, upon the expiration of the license grants under this Section 16b, Columbia hereby grants the Company and its Affiliates a perpetual, non-exclusive, non-royalty bearing, sub-licensable, worldwide right and license to use the Technical Information and the Materials to discover, develop, manufacture, have made, use, sell, offer to sell, have sold, import, export, distribute, rent or lease products for any use.

c. The licenses granted under this Agreement may be terminated by Columbia or, at Columbia’s option, Columbia has the right to convert any or all of such exclusive licenses granted under this Agreement to nonexclusive licenses, with no right to sublicense, and no right by company to initiate legal proceedings pursuant to Section 11: (i) upon [\*\*\*] written notice to Company if Columbia elects to terminate in accordance with Section 6b; (ii) upon Company’s failure to cure a material breach in accordance with Section 15; (iii) in the event Company applies for or consents to the appointment of a receiver, trustee, liquidator or custodian, or makes a general assignment for the benefit of its creditors; (iv) in the event Company ceases to conduct business as a going concern; and (v) in the event Company (or any entity or person acting on its behalf) initiates any proceeding or otherwise asserts any claim challenging the validity or enforceability of any Patent in any court, administrative agency or other forum. Termination under (ii) – (iv) shall be effective upon date of notice sent pursuant to Section 17.

**Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.**

d. Upon any termination of this Agreement pursuant to Section 16c, all sublicenses granted by the Company under it shall be assigned to Columbia, upon request and at Columbia’s discretion, provided that Columbia’s obligations under such sublicense shall be consistent with and not exceed Columbia’s obligations to Company under this Agreement and provided that such Sublicensee agrees in a writing sent to Columbia to assume all obligations of this Agreement for the benefit of Columbia, including the obligations to make all payments due under this Agreement, including but not limited to those specified in Section 4b, 4d, 4e, 4j and 11b.

e. The Company shall have the right to terminate this Agreement upon [\*\*\*] prior written notice to Columbia.

f. Sections 5c, 5f, 5g, 5h, 7, 8, 9, 10, 12, 16b, 16d,, 16f, 16g, 16h, 17, 19, 22, 23, and 25 will survive any termination or expiration of this Agreement.

g. Any termination of this Agreement shall not adversely affect any rights or obligations that may have accrued to either party prior to the date of termination, including without limitation, Company’s obligation to pay all amounts due and payable under Sections 4, 5 and 11 hereof.

h. Upon any termination of this Agreement for any reason other than the expiration of this Agreement under Section 16b or Company’s failure to cure a material breach of this Agreement under Section 16c(ii), Company, Sublicensees, Designees, and their Affiliates shall have the right, for [\*\*\*] or such longer period as the parties may reasonably agree, to dispose of Products or substantially completed Products then on hand, and to complete orders for Products then on hand, and royalties shall be paid to Columbia with respect to such Products as though this Agreement had not terminated.

i. Notwithstanding anything to the contrary in the Agreement, to the extent the manufacture of a Product is Covered By an issued patent within the definition of Patents and occurs prior to the expiration of such issued patent, the sale of that Product after the expiration date of the issued patent shall still constitute a royalty-bearing sale under Section 4.

17. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and shall be considered given (i) when mailed by certified mail (return receipt requested), postage prepaid, or (ii) on the date of actual delivery by hand or overnight delivery, with receipt acknowledged,

if to Columbia, to:                    Executive Director  
   Columbia Technology Ventures  
   Columbia University  
   80 Claremont Avenue, #4F, Mail Code 9606  
   New York, NY 10027-5712

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

copy to: General Counsel  
Columbia University  
412 Low Memorial Library  
535 West 116th Street, Mail Code 4308  
New York, New York 10027

if to the Company, to: Vor BioPharma Inc.  
501 Boylston St, Suite 6102  
Boston, Massachusetts 02116  
Attn: [\*\*\*]

copy to: PureTech Health LLC  
501 Boylston St, Suite 6102  
Boston, Massachusetts 02116  
Attn: General Counsel

or to such other address as a party may specify by notice hereunder.

18. Assignment. This Agreement and all rights and obligations hereunder may not be assigned by either party without the written consent of the other party. Notwithstanding the foregoing, Company may assign this Agreement to an Affiliate upon notice to Columbia. Any attempt to assign without compliance with this provision shall be void.

19. Waiver and Election of Remedies. The failure of any party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party thereafter of the right to insist upon strict adherence to that term or any other term of this Agreement. All waivers must be in writing and signed by an authorized representative of the party against which such waiver is being sought. The pursuit by either party of any remedy to which it is entitled at any time or continuation of the Agreement despite a breach by the other shall not be deemed an election of remedies or waiver of the right to pursue any other remedies to which it may be entitled.

20. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns to the extent assignment is permitted under this Agreement.

21. Independent Contractors. It is the express intention of the parties that the relationship of Columbia and the Company shall be that of independent contractors and shall not be that of agents, partners or joint venturers. Nothing in this Agreement is intended or shall be construed to permit or authorize either party to incur, or represent that it has the power to incur, any obligation or liability on behalf of the other party.

22. Entire Agreement; Amendment. This Agreement, together with the Exhibits and Schedule, sets forth the entire agreement between the parties concerning the subject matter hereof and supersedes all previous agreements, written or oral, concerning such subject matter. This Agreement may be amended only by written agreement duly executed by the parties.

**Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.**

23. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid, illegal or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be unenforceable, unless such construction would materially alter the meaning of this Agreement.

24. No Third-Party Beneficiaries. Except as expressly set forth herein, the parties hereto agree that there are no third-party beneficiaries of any kind to this Agreement.

25. Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of New York as applicable to agreements made and wholly performed within the State of New York, and without reference to the conflict or choice of laws principles of any jurisdiction. Unless otherwise separately agreed in writing, the parties agree that any and all claims arising under or related to this Agreement shall be heard and determined only in either the United States District Court for the Southern District of New York or in the courts of the State of New York located in the City and County of New York, and the parties irrevocably agree to submit themselves to the exclusive and personal jurisdiction of those courts and irrevocably waive any and all rights any such party may now or hereafter have to object to such jurisdiction or the convenience of the forum.

26. Execution in Counterparts; Facsimile or Electronic Transmission. This Agreement may be executed in counterparts, and by facsimile or electronic transmission. This Agreement is not binding on the parties until it has been signed below on behalf of each party.

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

IN WITNESS WHEREOF, Columbia and the Company have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

**THE TRUSTEES OF COLUMBIA  
UNIVERSITY IN THE CITY OF NEW YORK**

By /s/ Scot Hamilton

Sr. Dir., Columbia Technology Ventures

[\*\*\*]

[\*\*\*]

**VOR BIOPHARMA INC.**

By /s/ David Steinberg

Title President



Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

**FIRST AMENDMENT  
TO  
EXCLUSIVE LICENSE AGREEMENT**

This FIRST AMENDMENT TO EXCLUSIVE LICENSE AGREEMENT (this “Amendment”) is made and entered into as of February 12, 2019 (“Amendment Effective Date”) by and between Vor Biopharma Inc. (“Company”) and The Trustees of Columbia University in the City of New York (“Columbia”).

**W I T N E S S E T H:**

WHEREAS, Company and Columbia are parties to that certain Exclusive License Agreement dated April 28, 2016 (the “Agreement”). Each capitalized term used herein, and not otherwise defined herein, shall have the meaning set forth in the Agreement;

WHEREAS, Company and the Columbia wish to amend the Agreement in certain respects to add intellectual property licensed to Company under the Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties hereto hereby agree as follows:

1. Replacement of Exhibit A with Exhibit A-1 (Patents). Exhibit A is hereby deleted in its entirety and replaced with Exhibit A-1 attached as Appendix 1 hereto. Each mention in the Agreement of “Exhibit A” will now be deemed to be a reference to “Exhibit A-1”.
2. Replacement of Exhibit B with Exhibit B-1 (Materials and Technical Information). Exhibit B is hereby deleted in its entirety and replaced with Exhibit B-1 attached as Appendix 2 hereto. Each mention in the Agreement of “Exhibit B” will now be deemed to be a reference to “Exhibit B-1”.
3. Section 11 is hereby deleted in its entirety and replaced with the following:

“Net Sales’ shall mean [\*\*\*]:

- (i) [\*\*\*];
- (ii) [\*\*\*];
- (iii) [\*\*\*];
- (iv) [\*\*\*];

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

(v) [\*\*\*];

[\*\*\*]

4. Section 1s is hereby deleted in its entirety and replaced with the following:

“ ‘Technical Information’ shall mean any know-how, technical information and data developed by Columbia by or under the direction of [\*\*\*] prior to the Amendment Effective Date and provided to or received by Company, which know-how, technical information and data are necessary or useful for the discovery, development, manufacture, use, sale, offering for sale, importation, exportation, distribution, rental or lease of a Product, including, without limitation, (i) any know-how, technical information and data disclosed in any Patent or (ii) any reports or disclosures concerning research or inventions provided or disclosed to, or otherwise received by, Company. Technical Information shall include, but is not limited to, the information set forth in Exhibit B hereto.”

5. Section 4d is hereby deleted in its entirety and replaced with the following:

“Sublicense Payments. In consideration of Company’s right to grant sublicenses under Section 2b, Company shall pay to Columbia [\*\*\*] of any Sublicense Income received by Company from Company’s Sublicensees. For purposes of this Section 4d, ‘Sublicense Income’ shall mean [\*\*\*]. Notwithstanding the foregoing, Sublicense Income will [\*\*\*].”

Each mention in the Agreement of ‘Other Sublicensee Revenue’ will now be deemed to be a reference to ‘Sublicense Income.’

6. Section 4e shall be amended by adding the following language to the end of the provision: “In the event a Developer develops a Subsequent Product for potential commercial sale in the Territory, Company shall pay to Columbia the nonrefundable, non-recoverable Developer Milestone Payments set forth in Section 4e(iv) – (vi) with respect to the Subsequent Product to reach each milestone or when the milestone is first achieved by a Subsequent Product, as applicable. “Subsequent Product” as used in this Section 4(e) means a Product that (i) is Covered by a Valid Claim of a Patent resulting from [\*\*\*] or (ii) uses or incorporates any information, data or subject matter disclosed in any patent application resulting from [\*\*\*], to the extent that such information, data or subject matter is not specifically or expressly disclosed in any patent application resulting from [\*\*\*]. The Parties agree that the disclosure of a genus in a patent application resulting from [\*\*\*] does not constitute a specific or express disclosure of a species within said genus.

The Parties agree that if a Subsequent Product is the first Product to achieve the milestones set forth in Section 4e(i) – (vi), the Company shall pay to Columbia the non-refundable, non-recoverable Developer Milestone Payments corresponding to such milestones. No further Developer Milestone Payments shall be due for any Product that subsequently achieves the milestones set forth in Section 4e(i) – (iii);

**Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.**

however, Company will still pay to Columbia the Developer Milestone Payments for a second Product that achieves the milestones set forth in Section 4e(iv) – (vi), provided that such second Product is a Subsequent Product. Notwithstanding the foregoing, Company shall not be obligated to pay to Columbia the Developer Milestone Payments set forth in Section 4e(iv) – (vi) more than twice.”

7. Section 6a shall be amended by adding the following language after subsection (i):

“ii. Conduct good faith due diligence on opportunities to develop and commercialize Products that (i) use or incorporate any information, data, or subject matter disclosed in [\*\*\*] or disclosed in any patent application resulting from [\*\*\*] or (ii) are Covered by a Valid Claim of a Patent resulting from [\*\*\*] which diligence shall include but is not limited to [\*\*\*].”

8. Section 18 is hereby deleted in its entirety and replaced with the following:

“Assignment. Neither Party may assign or transfer this Agreement or any rights or obligations under this Agreement without the prior written consent of the other Party, except that Company may make such an assignment or transfer without Columbia’s consent (a) to Company’s Affiliates or (b) to the successor to all or substantially all of the business or assets of Company to which this Agreement relates (whether by merger, sale of stock, sale of assets or other transaction). Company will provide notice to Columbia of such assignment within [\*\*\*]. Any permitted assignment will be binding on the successors of the assigning Party. Any assignment or attempted assignment by either Party in violation of the terms of this Section 18 will be null and void.”

9. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect. If there is any inconsistency or conflict between this Amendment and the Agreement, the provisions of this Amendment shall govern and control. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

Portions of this agreement (indicated by “[\*\*\*)”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Agreement to be executed as of the date first above written.

**THE TRUSTEES OF COLUMBIA  
UNIVERSITY IN THE CITY OF NEW YORK**

By /s/ Orin Herskowitz  
Name: Orin Herskowitz  
Title: Executive Director, CTV  
TTS: [\*\*\*)

**VOR BIOPHARMA INC.**

By /s/ Bharatt Chowrira  
Name: Bharatt Chowrira  
Title: Chief Executive Officer

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

**PUBLIC HEALTH SERVICE**

**PATENT LICENSE AGREEMENT – EXCLUSIVE**

This **Agreement** is based on the model Patent License Exclusive Agreement adopted by the U.S. Public Health Service (“**PHS**”) Technology Transfer Policy Board for use by components of the National Institutes of Health (“**NIH**”), the Centers for Disease Control and Prevention (“**CDC**”), and the Food and Drug Administration (“**FDA**”), which are agencies of the **PHS** within the Department of Health and Human Services (“**HHS**”).

This Cover Page identifies the Parties to this **Agreement**:

The U.S. Department of Health and Human Services, as represented by  
National Cancer Institute  
an Institute or Center (hereinafter referred to as the “**IC**”) of the  
**NIH**

and

Vor Biopharma, Inc.  
hereinafter referred to as the “**Licensee**”,  
having offices at 100 Cambridgepark Dr, Suite 400, Cambridge, Massachusetts 02140  
created and operating under the laws of Delaware.  
**Tax ID No.:** 81-1591163

**Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.**

For the IC internal use only:

License Number:

License Application Number: A-273-2020

Serial Number(s) of Licensed Patent(s) or Patent Application(s):

[\*\*\*]

Cooperative Research and Development Agreement (CRADA) Number (if a subject invention): N/A

Additional Remarks:

Public Benefit(s):

The public interest would be well served by an exclusive license for this technology since therapies are needed for the treatment of CD33 expressing cancers, among which are AML with a mortality rate of 10,000 per year and five-year survival of only 25%. AML is a rare disease and as a pediatric indication has inherent challenges in the development of new therapies.

This Patent License Agreement, hereinafter referred to as the “**Agreement**”, consists of this Cover Page, an attached **Agreement**, a Signature Page, Appendix A (List of Patent(s) or Patent Application(s)), Appendix B (Fields of Use and Territory), Appendix C (Royalties), Appendix D (Benchmarks and Performance), Appendix E (Commercial Development Plan), Appendix F (Example Royalty Report), and Appendix G (Royalty Payment Options).

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

The IC and the Licensee agree as follows:

1. BACKGROUND

- 1.1 In the course of conducting biomedical and behavioral research, the IC investigators made inventions that may have commercial applicability.
- 1.2 By assignment of rights from IC employees and other inventors, HHS, on behalf of the Government, owns intellectual property rights claimed in any United States or foreign patent applications or patents corresponding to the assigned inventions. HHS also owns any tangible embodiments of these inventions actually reduced to practice by the IC.
- 1.3 The Secretary of HHS has delegated to the IC the authority to enter into this Agreement for the licensing of rights to these inventions.
- 1.4 The IC desires to transfer these inventions to the private sector through commercialization licenses to facilitate the commercial development of products and processes for public use and benefit.
- 1.5 The Licensee desires to acquire commercialization rights to certain of these inventions in order to develop processes, methods, or marketable products for public use and benefit.

2. DEFINITIONS

- 2.1 “Additional License” means an exclusive, co-exclusive or non-exclusive commercial license that includes the Licensed Patent Rights and is granted by the IC to a Third Party (“Additional Licensee”). For clarity, any Research License granted under the Licensed Patent Rights that does not require the Third Party licensee to pay a share of patent expenses shall not be deemed an “Additional License”.
- 2.2 “Affiliate(s)” means a corporation or other business entity, which directly or indirectly is controlled by or controls, or is under common control with the Licensee. For this purpose, the term “control” shall mean ownership of more than fifty percent (50%) of the voting stock or other ownership interest of the corporation or other business entity, or the power to elect or appoint more than fifty percent (50%) of the members of the governing body of the corporation or other business entity.
- 2.3 “Benchmarks” mean the performance milestones that are set forth in Appendix D.
- 2.4 “Combination Product” means a Licensed Product(s) that contains a Licensed Product(s) and at least one Non-Licensed Product. [\*\*\*].
- 2.5 “Commercial Development Plan” means the written commercialization plan attached as Appendix E.
- 2.6 “CRADA” means a Cooperative Research and Development Agreement.
- 2.7 “Fair Market Value” means the total amount or value expressed in U.S. dollars obtained by the Licensee through the transfer or sale of its assets.
- 2.8 “FDA” means the Food and Drug Administration.

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

- 2.9 “**First Commercial Sale**” means the initial transfer by or on behalf of the **Licensee** or its **Sublicensees** of the **Licensed Products** or the initial practice of a **Licensed Process** by or on behalf of the **Licensee** or its **Sublicensees** in exchange for cash or some equivalent to which value can be assigned for the purpose of determining **Net Sales**.
- 2.10 “**Government**” means the Government of the United States of America.
- 2.11 “**IC Auto Product**” means a **Licensed Product** that is within the scope of the **Licensed Fields of Use I** (1) in Appendix B.
- 2.12 “**Licensed Fields of Use**” means the fields of use identified in Appendix B.
- 2.13 “**Licensed Materials**” means [\*\*\*].
- 2.14 “**Licensed Patent Rights**” shall mean:
- (a) Patent applications (including provisional patent applications and PCT patent applications) or patents listed in Appendix A, all divisions and continuations of these applications, all patents issuing from these applications, divisions, and continuations, and any reissues, reexaminations, and extensions of these patents;
  - (b) to the extent that the following contain one or more claims directed to the invention or inventions disclosed in 2.14(a):
    - (i) continuations-in-part of 2.14(a);
    - (ii) all divisions and continuations of these continuations-in-part;
    - (iii) all patents issuing from these continuations-in-part, divisions, and continuations;
    - (iv) priority patent application(s) of 2.14(a); and
    - (v) any reissues, reexaminations, and extensions of these patents;
  - (c) to the extent that the following contain one or more claims directed to the invention or inventions disclosed in 2.14(a): all counterpart foreign and U.S. patent applications and patents to 2.14(a) and 2.14(b), including those listed in Appendix A; and
  - (d) **Licensed Patent Rights** shall *not* include 2.14(b)(i)-2.14(b)(iii) to the extent that they contain one or more claims directed to new matter which is not the subject matter disclosed in 2.14(a).
- 2.15 “**Licensed Processes**” means processes which, in the course of being practiced, would be within the scope of one or more claims of the **Licensed Patent Rights**, in the country of practice, that have not been held unpatentable, invalid or unenforceable by an unappealed or unappealable judgment of a court of competent jurisdiction.
- 2.16 “**Licensed Products**” means tangible materials, the manufacture, use, sale, or importation of which would, but for the license granted to the **Licensee** in this **Agreement**, infringe one or more **Valid Claims** of the **Licensed Patent Rights**, in the country of sale.
- 2.17 “**Licensed Territory**” means the geographical area identified in Appendix B.



Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

- 2.18 “**Major Asia-Pacific Country**” means [\*\*\*].
- 2.19 “**Major European Country**” means [\*\*\*].
- 2.20 “**Net Sales**” means the total gross receipts for sales of **Licensed Products** or practice of **Licensed Processes** by or on behalf of the **Licensee** or its **Affiliates** or **Sublicensees**, and from leasing, renting, or otherwise making the **Licensed Products** available to others without sale or other dispositions, whether invoiced or not, less [\*\*\*]. With respect to **Combination Products**, the following shall apply:
- (a) In the event that a **Licensed Product** is sold as a **Combination Product**, **Net Sales** of the **Combination Product** will be calculated by [\*\*\*].
  - (b) In the event that: (a) the **Licensed Product** without the **Non-Licensed Product(s)** is sold separately in the same formulation and dosage during the applicable calendar quarter; and (b) the **Non-Licensed Product(s)** in the same formulation and dosage as in the **Combination Product** are not sold separately during the applicable calendar quarter, then **Net Sales** of the **Combination Product** will be calculated by [\*\*\*].
  - (c) In the event that, in a particular country: (a) the **Licensed Product** without the **Non-Licensed Product(s)** is not sold separately in the same formulation and dosage during the applicable calendar quarter; and (b) the **Non-Licensed Product(s)** in the same formulation and dosage as in the **Combination Product** are not sold separately during the applicable calendar quarter, the adjustment to **Net Sales** shall be determined by [\*\*\*].
- [\*\*\*]
- 2.21 “**Non-Licensed Product**” means an active therapeutic component or device other than a **Licensed Product** that is included in a **Combination Product** and that is not covered by the **Licensed Patent Rights**.
- 2.22 “**Phase 1 Clinical Trial**” means a study in humans which provides for the first introduction into humans of a **Licensed Product**, conducted in normal volunteers or patients to generate information on product safety, tolerability, pharmacological activity or pharmacokinetics, or otherwise consistent with the requirements of U.S. 21 C.F.R. §312.21(a) or its foreign equivalents.
- 2.23 “**Phase 2 Clinical Trial**” means a study in humans of the safety, dose ranging and efficacy of a **Licensed Product**, which is prospectively designed to generate sufficient data (if successful) to commence a **Phase 3 Clinical Trial** or to file for accelerated approval, or otherwise consistent with the requirements of U.S. 21 C.F.R. §312.21(b) or its foreign equivalents.
- 2.24 “**Phase 3 Clinical Trial**” means a controlled study in humans of the efficacy and safety of a **Licensed Product**, which is prospectively designed to demonstrate statistically whether such product is effective and safe for use in a particular indication in a manner sufficient to file for marketing authorization, or otherwise consistent with the requirements of U.S. 21 C.F.R. §312.21(c) or its foreign equivalents.
- 2.25 “**Practical Application**” means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and in each case, under these conditions as to establish that the invention is being utilized and that its benefits are to the extent permitted by law or **Government** regulations available to the public on reasonable terms.

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

- 2.26 “**Pro Rata Share**” means one of the following:
- (a) in instances where the **Additional License(s)** granted by **IC** recover a pre-determined percentage of patent costs, [\*\*\*];
  - (b) in instances where the **Additional Licenses** granted by **IC** recover a full pro rata share of patent prosecution costs, [\*\*\*]; or
  - (c) in instances where the **Additional Licenses** are granted according to the definition of both 2.26(a) and 2.26(b), [\*\*\*].
- 2.27 “**Priority Review**” means, with respect to a human drug application as defined in section 735(1) [21 USC § 379g(1)], review and action by the Secretary of **HHS** (“**Secretary**”) on such application not later than six (6) months after receipt by the **Secretary** of such application, as described in the Manual of Policies and Procedures of the **FDA** and goals identified in the letters described in section 101(b) of the Prescription Drug User Fee Amendments of 2012.
- 2.28 “**Priority Review Voucher**” means a voucher issued by the **Secretary** to the **Licensee** for a rare pediatric disease product application that entitles **Licensee** or **Licensee’s** transferee of such voucher to **Priority Review** of a human drug application submitted under section 505(b)(1) [21 USC § 355(b)(1)] or section 351(a) of the Public Health Service Act [42 USC § 262] after the date of approval of the rare pediatric disease product application. For the purposes of this **Agreement**, **Priority Review Voucher** refers to any such voucher that the **Licensee** obtains as a result of its activities that relied upon **Licensed Products** or **Licensed Processes**.
- 2.29 “**Research License**” means a nontransferable, nonexclusive license to make and to use the **Licensed Products** or the **Licensed Processes** as defined by the **Licensed Patent Rights** for purposes of research and not for purposes of commercial manufacture or distribution or in lieu of purchase.
- 2.30 “**Stem Cell Transplant**” means replacement of a patient’s hematopoietic stem cells with a transplanted hematopoietic stem cell product, which may be unmanipulated, enriched, and/or engineered. For the avoidance of doubt, **Stem Cell Transplant** is not a CAR-T derived from an apheresis product containing a hematopoietic stem cell population.
- 2.31 “**Sublicensee**” means a **Third Party** to whom **Licensee** has granted or authorized a sublicense under the **Licensed Patent Rights** pursuant to Section 4.1 hereunder. For clarity, a **Third Party Subcontractor** is not a **Sublicensee**.
- 2.32 “**Sublicensing Revenue**” means the **Fair Market Value** of any consideration actually received by **Licensee** from a **Sublicensee** as consideration for the grant of rights to such **Sublicensee** under the **Licensed Patent Rights** that include the right to manufacture and commercialize a **Licensed Product**. **Sublicensing Revenue** includes upfront fees, license maintenance fees, and milestone payments, and other payments received by **Licensee** in consideration for any such rights granted to **Licensed Patent Rights** under a sublicense agreement, but excludes [\*\*\*]. Any dispute between the parties related to the allocation of **Sublicensing Revenue** will be resolved in accordance with Article 14.
- 2.33 “**Third Party**” means a person or entity other than (i) **Licensee** or any of its **Affiliates** and (ii) **IC**.

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

- 2.34 “**Third Party Contractor(s)**” means a **Third Party** organization providing contract research, development, manufacturing, or medical services (for example, CRO, CDO, CMO), that is acting with, on behalf and for the benefit of **Licensee**, for consideration provided by the **Licensee** on a fee-for-service basis to perform services or provide materials specified by the **Licensee**.
- 2.35 “**Valid Claim**” shall mean a patent claim within either an issued patent or a pending patent application within the **Licensed Patent Rights**, in each case that has not been abandoned, lapsed or disclaimed or held unpatentable, invalid or unenforceable by an unappealed or unappealable judgment of a court of competent jurisdiction and, in the case of any such claim of a pending patent application, wherein such claim has not been pending for greater than [\*\*\*] from the date of the first official office action on the merits for such patent application in the relevant jurisdiction. In the event that any pending claim within a pending patent application within the **Licensed Patent Rights** ultimately issues after having been pending for greater than such [\*\*\*] period, such issued claim shall be deemed to have been a **Valid Claim** during the period prior to and after such [\*\*\*] period after its issuance.
- 2.36 “**Vor Allo Product**” means a **Licensed Product** that is within the scope of the **Licensed Fields of Use I (2)** in Appendix B.

3. GRANT OF RIGHTS

- 3.1 The **IC** hereby grants and the **Licensee** accepts, subject to the terms and conditions of this **Agreement**, an exclusive license under the **Licensed Patent Rights** in the **Licensed Territory** to make and have made, to use and have used, to sell and have sold, to offer to sell, and to import any **Licensed Products** in the **Licensed Fields of Use** and to practice and have practiced any **Licensed Process(es)** in the **Licensed Fields of Use**.
- 3.2 The **IC** hereby grants to the **Licensee** a non-exclusive license to make, have made, use, but not to sell the **Licensed Materials**, and to research, develop, make, have made, use and have used, sell and have sold, and import the **Licensed Products**. The **Licensee** is entitled to authorize its **Third Party Contractor(s)** to research, develop, make, have made, use, and provide **Licensee** with, but not to provide or sell **Licensed Materials** and **Licensed Products** to **Third Parties**, except to the extent that such **Third Parties** are working on **Licensee’s** behalf. For the avoidance of doubt, **Licensee** shall be allowed to pay **Third Party Contractor(s)** for the provision of **Licensed Materials, Licensed Products**, or related services to **Licensee**. **Licensee** shall ensure that such **Third Party Contractor(s)** comply with the applicable terms and obligations of this **Agreement** with respect to the use of the **Licensed Materials** and the **Licensed Products**.
- 3.3 This **Agreement** confers no license or rights by implication, estoppel, or otherwise under any patent applications or patents of the **IC** other than the **Licensed Patent Rights** regardless of whether these patents are dominant or subordinate to the **Licensed Patent Rights**.

4. SUBLICENSING

- 4.1 Upon written approval, which shall include prior review of any sublicense agreement by the **IC** and which shall not be unreasonably withheld, the **Licensee** may enter into agreements granting and authorizing sublicenses under the **Licensed Patent Rights**; provided that if the **IC** does not provide a response within [\*\*\*] of its receiving such sublicense agreement, then the **IC** shall be deemed to have consented to such sublicense agreement. The **Licensee** may also exercise its rights and fulfill its obligations hereunder through one or more **Affiliates**, provided that **Licensee** shall be and remain responsible for the acts or omissions of its **Affiliates** hereunder.

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

- 4.2 The **Licensee** agrees that any sublicenses granted by it under the **Licensed Patent Rights** to **Sublicensees** shall provide that obligations corresponding to the obligations of Paragraphs 5.1-5.4, 8.1, 10.1, 10.2, 12.5, and 13.8-13.10 of this **Agreement** shall be binding upon the **Sublicensee**. The **Licensee** further agrees to attach copies of the obligations corresponding to these Paragraphs to (or otherwise include them in) all sublicense agreements.
- 4.3 Any sublicenses granted by the **Licensee** shall provide for the termination of the sublicense, or the conversion to a license directly between the **Sublicensees** and the **IC**, at the option of the **Sublicensee**, upon termination of this **Agreement** under Article 13. This conversion is subject to **IC** approval, which shall not be unreasonably withheld or delayed, contingent upon acceptance by the **Sublicensee** of the remaining provisions of this **Agreement**.
- 4.4 The **Licensee** agrees to forward to the **IC** a complete copy of each fully executed agreement granting a sublicense under the **Licensed Patent Rights**, postmarked within [\*\*\*] of the execution of the agreement. To the extent permitted by law, the **IC** agrees to maintain each sublicense agreement in confidence.

5. STATUTORY AND NIH REQUIREMENTS AND RESERVED GOVERNMENT RIGHTS

5.1

- (a) the **IC** reserves on behalf of the **Government** an irrevocable, nonexclusive, nontransferable, royalty-free license for the practice of all inventions licensed under the **Licensed Patent Rights** throughout the world by or on behalf of the **Government** and on behalf of any foreign government or international organization pursuant to any existing or future treaty or agreement to which the **Government** is a signatory. Prior to the **First Commercial Sale**, the **Licensee** agrees to provide the **IC** with reasonable quantities of the **Licensed Products** or materials made through the **Licensed Processes** for **IC** research use; and
- (b) in the event that the **Licensed Patent Rights** are Subject Inventions made under **CRADA**, the **Licensee** grants to the **Government**, pursuant to 15 U.S.C. §3710a(b)(1)(A), a nonexclusive, nontransferable, irrevocable, paid-up license to practice the **Licensed Patent Rights** or have the **Licensed Patent Rights** practiced throughout the world by or on behalf of the **Government**. In the exercise of this license, the **Government** shall not publicly disclose trade secrets or commercial or financial information that is privileged or confidential within the meaning of 5 U.S.C. §552(b)(4) or which would be considered as such if it had been obtained from a non-Federal party. Prior to the **First Commercial Sale**, the **Licensee** agrees to provide the **IC** with reasonable quantities of the **Licensed Products** or materials made through the **Licensed Processes** for **IC** research use.

5.2 The **Licensee** agrees that products used or sold in the United States embodying the **Licensed Products** or produced through use of the **Licensed Processes** shall be manufactured substantially in the United States, unless a written waiver is obtained in advance from the **IC**.

5.3 The **Licensee** acknowledges that the **IC** may enter into future **CRADAs** under the Federal Technology Transfer Act of 1986 that relate to the subject matter of this **Agreement**. The **Licensee** agrees not to unreasonably deny requests for a **Research License** from future collaborators with the **IC** when acquiring these rights is necessary in order to make a **CRADA** project feasible. The **Licensee** may request an opportunity to join as a party to the proposed **CRADA**.

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

- (a) in addition to the reserved license of Paragraph 5.1, the **IC** reserves the right to grant **Research Licenses** directly or to require the **Licensee** to grant **Research Licenses** on reasonable terms. The purpose of these **Research Licenses** is to encourage basic research, whether conducted at an academic or corporate facility. In order to safeguard the **Licensed Patent Rights**, however, the **IC** shall consult with the **Licensee** before granting to commercial entities a **Research License** or providing to them research samples of materials made through the **Licensed Processes** and shall consider **Licensee’s** comments in good faith, especially as it relates to the commercialization of a **Licensed Product**; and
- (b) in exceptional circumstances, and in the event that the **Licensed Patent Rights** are Subject Inventions made under a **CRADA**, the **Government**, pursuant to 15 U.S.C. §3710a(b)(1)(B), retains the right to require the **Licensee** to grant to a responsible applicant a nonexclusive, partially exclusive, or exclusive sublicense to use the **Licensed Patent Rights** in the **Licensed Fields of Use** on terms that are reasonable under the circumstances, or if the **Licensee** fails to grant this license, the **Government** retains the right to grant the license itself. The exercise of these rights by the **Government** shall only be in exceptional circumstances and only if the **Government** determines:
  - (i) the action is necessary to meet health or safety needs that are not reasonably satisfied by the **Licensee**;
  - (ii) the action is necessary to meet requirements for public use specified by Federal regulations, and these requirements are not reasonably satisfied by the **Licensee**; or
  - (iii) the **Licensee** has failed to comply with an agreement containing provisions described in 15 U.S.C. §3710a(c)(4)(B); and
- (c) the determination made by the **Government** under this Paragraph 5.4 is subject to administrative appeal and judicial review under 35 U.S.C. §203(b).

6. ROYALTIES AND REIMBURSEMENT

- 6.1 The **Licensee** agrees to pay the **IC** a noncreditable, nonrefundable license issue royalty as set forth in Appendix C.
- 6.2 The **Licensee** agrees to pay the **IC** a nonrefundable minimum annual royalty as set forth in Appendix C.
- 6.3 The **Licensee** agrees to pay the **IC** earned royalties as set forth in Appendix C.
- 6.4 The **Licensee** agrees to pay the **IC** benchmark royalties as set forth in Appendix C.
- 6.5 The **Licensee** agrees to pay the **IC** sublicensing royalties as set forth in Appendix C.
- 6.6 A patent claim within any patent or patent application licensed under this **Agreement** shall cease to be a **Valid Claim** within the **Licensed Patent Rights** for the purpose of computing royalty payments in any given country on the earliest of the dates that:
  - (a) the application has been abandoned and not continued;
  - (b) the patent expires or irrevocably lapses;

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

- (c) the patent has been held to be invalid or unenforceable by an unappealed or unappealable decision of a court of competent jurisdiction or administrative agency; or
- (d) the patent application has been pending for more than [\*\*\*] from the date of the first official office action on the merits for such patent application in the relevant jurisdiction.

- 6.7 No multiple royalties shall be payable because any **Licensed Products** or **Licensed Processes** are covered by more than one of the **Licensed Patent Rights**.
- 6.8 On sales of the **Licensed Products** by the **Licensee** made in other than an arm’s-length transaction, the value of the **Net Sales** attributed under this Article 6 to this transaction shall be that which would have been received in an arm’s-length transaction, based on sales of like quantity and quality products on or about the time of this transaction.
- 6.9 The **IC** shall use reasonable efforts to require any **Third Party** obtaining an exclusive, co-exclusive or non-exclusive license under the **Licensed Patent Rights** pursuant to an **Additional License** to pay a **Pro Rata Share** of patent expenses for the **Licensed Patent Rights** that are paid by the **IC** or the **Licensee** prior to the effective date of the relevant **Additional License**, pursuant to similar terms to those set forth for **Licensee** hereunder. With regard to expenses associated with the preparation, filing, prosecution, and maintenance of all patent applications and patents included within the **Licensed Patent Rights** and paid by the **IC** prior to the effective date of this **Agreement**, the **Licensee** shall pay the **IC**, as an additional royalty, an amount equivalent the expenses previously paid by the **IC** prior to the effective date of this **Agreement** as follows:
- (a) A first amount equivalent to [\*\*\*] of the unreimbursed patent expenses due under this paragraph 6.9 will be paid no later than [\*\*\*];
  - (b) A second amount equivalent to [\*\*\*] of the unreimbursed patent expenses due under this paragraph 6.9 will be paid no later than the first to occur of [\*\*\*];
  - (c) A third amount equivalent to [\*\*\*] of the unreimbursed patent expenses due under this paragraph 6.9 will be paid no later than the first to occur of [\*\*\*].
- 6.10 The **IC** shall use reasonable efforts to require any **Third Party** obtaining an exclusive, co-exclusive or non-exclusive license under the **Licensed Patent Rights** pursuant to an **Additional License** to pay a **Pro Rata Share** of patent expenses for the **Licensed Patent Rights** that are paid by the **IC** and/or **Licensee** on or after to the effective date of the relevant **Additional License**, pursuant to similar terms to those set forth for **Licensee** hereunder. With regard to unreimbursed expenses associated with the preparation, filing, prosecution, and maintenance of all patent applications and patents included within the **Licensed Patent Rights** and paid by the **IC** on or after the effective date of this **Agreement**, the **IC**, at its sole option, may require the **Licensee**:
- (a) to pay the **IC** on an annual basis, within [\*\*\*] of the **IC**’s submission of a statement and request for payment, a royalty amount equivalent to the **Pro Rata Share** of these unreimbursed expenses paid during the previous calendar year(s);
  - (b) to pay the **Pro Rata Share** of these unreimbursed expenses directly to the law firm employed by the **IC** to handle these functions. However, in this event, the **IC** and not the **Licensee** shall be the client of the law firm; or

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

(c) in limited circumstances, the **Licensee** may be given the right to assume responsibility for the preparation, filing, prosecution, or maintenance of any patent application or patent included with the **Licensed Patent Rights**. In that event, the **Licensee** shall directly pay the attorneys or agents engaged to prepare, file, prosecute, or maintain these patent applications or patents and shall provide the **IC** with copies of each invoice associated with these services as well as documentation that these invoices have been paid.

6.11 The **IC** agrees, upon written request, to provide the **Licensee** with summaries of patent prosecution invoices for which the **IC** has requested payment from the **Licensee** under Paragraphs 6.9 and 6.10. The **Licensee** agrees that all information provided by the **IC** related to patent prosecution costs shall be treated as confidential commercial information and shall not be released to a **Third Party** except as necessary for **Sublicensees** and except as required by law or a court of competent jurisdiction.

6.12 The **Licensee** may elect to surrender its rights in any country of the **Licensed Territory** under any of the **Licensed Patent Rights** upon [\*\*\*] written notice to the **IC** and owe no payment obligation under Paragraph 6.10 for patent-related expenses paid in that country after [\*\*\*] of the effective date of the written notice. Upon **Licensee**'s request in connection with such notice, the **IC** will discuss in good faith with **Licensee** whether such **Licensed Patent Rights** in such country should be abandoned, based on the collective interests of **Licensee**, the **IC** and its **Additional Licensees** under such **Licensed Patent Rights**.

## 7. PATENT FILING, PROSECUTION, AND MAINTENANCE

7.1 Except as otherwise provided in this Article 7, the **IC** agrees to take responsibility for, but to consult in good faith with, the **Licensee** in the preparation, filing, prosecution, and maintenance of any and all patent applications or patents included in the **Licensed Patent Rights** and shall promptly furnish copies of relevant patent-related documents to the **Licensee** for review and comment, which comments the **IC** shall consider in good faith. The **IC** shall, subject to good faith consideration of comments from the **Licensee**, select registered patent attorneys or patent agents to prepare, file, prosecute and maintain the **Licensed Patent Rights** on behalf of the **IC**. Without limiting the foregoing, **IC** shall provide **Licensee** with a list of proposed filings (including which countries are being elected, validated or nationalized, and/or filing of continuations or divisionals), at least [\*\*\*] prior to a filing deadline when practicable, for any and all patent applications or patents included in the **Licensed Patent Rights**. If **Licensee** would like an additional filing or a filing in an additional country that is not listed, **Licensee** will submit such a request in writing to the **IC** within [\*\*\*] of receipt of the **IC**'s proposed filings. If the **IC** does not agree with the **Licensee**'s request and cannot provide the **Licensee** with a bona fide reason (including without limitation, claims are not patentable) why the **IC** has elected not to comply with the **Licensee**'s request, then the **Licensee** may, at its own expense, assume the responsibility for the preparation, filing, prosecution, and maintenance of any and all such requested patent applications or patents included in the **Licensed Patent Rights** and shall, on an ongoing basis, promptly furnish copies of all patent-related documents to the **IC**.

Portions of this agreement (indicated by "[\*\*\*]") have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

- 7.2 Upon the **IC**'s written request or in the event that the **IC** elects to abandon or otherwise cease the prosecution and maintenance of any **Licensed Patent Rights** (in which case the **IC** shall provide the **Licensee** with prompt written notice, not less than [\*\*\*] in advance of any applicable filing deadline, when practicable), the **Licensee** may assume the responsibility for the preparation, filing, prosecution, and maintenance of any and all applicable patent applications or patents included in the **Licensed Patent Rights** and shall, on an ongoing basis, promptly furnish copies of all patent-related documents to the **IC**. In this event, the **Licensee** shall, subject to the prior approval of the **IC**, select registered patent attorneys or patent agents to provide these services on behalf of the **Licensee** and the **IC**. The **IC** shall provide appropriate powers of attorney and other documents necessary to undertake this action to the patent attorneys or patent agents providing these services. The **Licensee** and its attorneys or agents shall consult with the **IC** in all aspects of the preparation, filing, prosecution and maintenance of patent applications and patents included within the **Licensed Patent Rights** and shall provide the **IC** sufficient opportunity to comment on any document that the **Licensee** intends to file or to cause to be filed with the relevant intellectual property or patent office.
- 7.3 At any time, the **IC** may provide the **Licensee** with written notice that the **IC** wishes to reassume control of the preparation, filing, prosecution, and maintenance of any and all patent applications or patents included in the **Licensed Patent Rights**. If the **IC** elects to reassume these responsibilities, the **Licensee** agrees to cooperate fully with the **IC**, its attorneys, and agents in the preparation, filing, prosecution, and maintenance of any and all patent applications or patents included in the **Licensed Patent Rights** and to provide the **IC** with complete copies of any and all documents or other materials that the **IC** deems necessary to undertake such responsibilities. The **Licensee** shall be responsible for all costs associated with transferring patent prosecution responsibilities to an attorney or agent of the **IC**'s choice.
- 7.4 Each party shall promptly inform the other as to all matters that come to its attention that may affect the preparation, filing, prosecution, or maintenance of the **Licensed Patent Rights** and permit each other to provide comments and suggestions with respect to the preparation, filing, prosecution, and maintenance of the **Licensed Patent Rights**, which comments and suggestions shall be considered by the other party.

8. RECORD KEEPING

- 8.1 The **Licensee** agrees to keep accurate and correct records of the **Licensed Products** made, used, sold, or imported and the **Licensed Processes** practiced under this **Agreement** appropriate to determine the amount of royalties due the **IC**. These records shall be retained for at [\*\*\*] following a given reporting period and shall be available during normal business hours for inspection, at the expense of the **IC**, by an accountant or other designated auditor selected by the **IC** for the sole purpose of verifying reports and royalty payments hereunder. The accountant or auditor shall only disclose to the **IC** information relating to the accuracy of reports and royalty payments made under this **Agreement**. If an inspection shows an underreporting or underpayment in excess of [\*\*\*] for any [\*\*\*] period, then the **Licensee** shall reimburse the **IC** for the cost of the inspection at the time the **Licensee** pays the unreported royalties, including any additional royalties as required by Paragraph 9.8. All royalty payments required under this Paragraph shall be due within [\*\*\*] of the date the **IC** provides to the **Licensee** notice of the payment due.



Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

9. REPORTS ON PROGRESS, BENCHMARKS, SALES, AND PAYMENTS

- 9.1 Prior to signing this **Agreement**, the **Licensee** has provided the **IC** with the **Commercial Development Plan** in Appendix E, under which the **Licensee** intends to bring the subject matter of the **Licensed Patent Rights** to the point of **Practical Application**. This **Commercial Development Plan** is hereby incorporated by reference into this **Agreement**. Based on this plan, performance **Benchmarks** are determined as specified in Appendix D.
- 9.2 The **Licensee** shall provide written annual reports on its product development progress or efforts to commercialize under the **Commercial Development Plan** for each of the **Licensed Fields of Use** within [\*\*\*] after [\*\*\*] of each calendar year. These progress reports shall include, but not be limited to: progress on research and development, **Third Party Contractor(s)** to whom **Licensed Materials** have been provided, status of applications for regulatory approvals, manufacture and status of sublicensing, marketing, importing, and sales during the preceding calendar year, as well as, any material adjustments to **Licensee’s** plans for the present calendar year with respect to the **Licensed Products**. The **IC** also encourages these reports to include information on any of the **Licensee’s** public service activities that relate to the **Licensed Patent Rights**. If reported progress materially differs from that projected in the **Commercial Development Plan** and **Benchmarks**, the **Licensee** shall explain the reasons for these differences. In the annual report, or at other times, the **Licensee** may propose amendments to the **Commercial Development Plan**, acceptance of which by the **IC** may not be denied unreasonably. The **Licensee** agrees to provide any additional information reasonably required by the **IC** to evaluate the **Licensee’s** performance under this **Agreement**. The **Licensee** may amend the **Benchmarks** at any time upon written approval by the **IC** which shall not be unreasonably withheld, delayed, or conditioned. The **IC** shall not unreasonably withhold approval of any request of the **Licensee** to extend the time periods of this schedule if the request is supported by a reasonable showing by the **Licensee** of diligence in its performance under the **Commercial Development Plan** and toward bringing the **Licensed Products** to the point of **Practical Application** as defined in 37 C.F.R. §404.3(d). The **Licensee** shall amend the **Commercial Development Plan** and **Benchmarks** at the request of the **IC** to address any **Licensed Fields of Use** not specifically addressed in the plan originally submitted.
- 9.3 The **Licensee** shall report to the **IC** the dates for achieving **Benchmarks** specified in Appendix D and the **First Commercial Sale** in each country in the **Licensed Territory** within [\*\*\*] of **Licensee’s** knowledge of such occurrences.
- 9.4 After the **First Commercial Sale**, the **Licensee** shall submit to the **IC**, within [\*\*\*] after each calendar half-year ending [\*\*\*] and [\*\*\*], a royalty report, as described in the example in Appendix F, setting forth for the preceding half-year period the amount of the **Licensed Products** sold or **Licensed Processes** practiced by or on behalf of the **Licensee** in each country within the **Licensed Territory**, the **Net Sales**, and the amount of royalty accordingly due to the **IC**. With each royalty report, the **Licensee** shall submit payment of earned royalties due. If no earned royalties are due to the **IC** for any reporting period, the written report shall so state. The royalty report shall be certified as correct by an authorized officer of the **Licensee** and shall include a total of all deductions made under Paragraph 2.20 to determine **Net Sales** made under Article 6 to determine royalties due. The royalty report shall also identify the site of manufacture by **Licensee** (if applicable) for the **Licensed Product(s)** sold in the United States.
- 9.5 The **Licensee** agrees to forward semi-annually to the **IC** a copy of these reports received by the **Licensee** from its **Sublicensees** during the preceding half-year period as shall be pertinent to a royalty accounting to the **IC** by the **Licensee** for activities under the sublicense.

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

- 9.6 Royalties due under Article 6 shall be paid in U.S. dollars and payment options are listed in Appendix G. For conversion of foreign currency to U.S. dollars, the conversion rate shall be the New York foreign exchange rate quoted in *The Wall Street Journal* on the day that the payment is due. Any loss of exchange, value, taxes, or other expenses incurred in the transfer or conversion to U.S. dollars shall be paid entirely by the **Licensee**. The royalty report required by Paragraph 9.4 shall be mailed to the **IC** at its address for **Agreement** Notices indicated on the Signature Page.
- 9.7 The **Licensee** shall be solely responsible for determining if any tax on royalty income that **Licensee** receives is owed inside or outside the United States and shall pay the tax and be responsible for all associated filings with appropriate agencies of domestic or foreign governments, provided that such tax shall be deductible from the calculation of **Net Sales** as set forth in Paragraph 2.20.
- 9.8 Additional royalties may be assessed by the **IC** on any payment that is more than [\*\*\*] overdue at the rate of [\*\*\*] per month. This [\*\*\*] per month rate may be applied retroactively from the original due date until the date of receipt by the **IC** of the overdue payment and additional royalties. The payment of any additional royalties shall not prevent the **IC** from exercising any other rights it may have as a consequence of the lateness of any payment.
- 9.9 All plans and reports required by this Article 9 and marked “confidential” by the **Licensee** shall, to the extent permitted by law, be treated by the **IC** as commercial and financial information obtained from a person and as privileged and confidential, and any proposed disclosure of these records by the **IC** under the Freedom of Information Act (FOIA), 5 U.S.C. §552 shall be subject to the predisclosure notification requirements of 45 C.F.R. §5.65(d).

10. PERFORMANCE

- 10.1 The **Licensee** shall use its reasonable commercial efforts to bring the **Licensed Products** and the **Licensed Processes** to **Practical Application**. “Reasonable commercial efforts” for the purposes of this provision shall include using reasonable commercial efforts to adhere to the **Commercial Development Plan** in Appendix E and performance of the **Benchmarks** in Appendix D. The efforts of an **Affiliate** or **Sublicensee** hereunder shall be considered the efforts of the **Licensee**.
- 10.2 Upon the **First Commercial Sale**, until the expiration or termination of this **Agreement**, the **Licensee** shall use its reasonable commercial efforts to make the **Licensed Products** and the **Licensed Processes** reasonably accessible to the United States public.
- 10.3 The **Licensee** agrees, after its **First Commercial Sale**, to use reasonable commercial efforts to make reasonable quantities of the **Licensed Products** or materials produced through the use of the **Licensed Processes** available to patient assistance programs.
- 10.4 The **Licensee** agrees, after its **First Commercial Sale** and as part of its marketing and product promotion, to use reasonable commercial efforts to develop educational materials (e.g., brochures, website, etc.) directed to patients and physicians detailing the **Licensed Products** or medical aspects of the prophylactic and therapeutic uses of the **Licensed Products**.
- 10.5 At **IC**’s reasonable request and to the extent reasonably practicable, the **Licensee** agrees to supply, to the Mailing Address for **Agreement** Notices indicated on the Signature Page, the Office of Technology Transfer, **NIH** with inert samples of the **Licensed Products** or the **Licensed Processes** or their packaging for educational and display purposes only.

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

11. INFRINGEMENT AND PATENT ENFORCEMENT

11.1 The IC and the Licensee agree to notify each other promptly of each infringement or possible infringement of the Licensed Patent Rights, as well as, any facts which may affect the validity, scope, or enforceability of the Licensed Patent Rights of which either party becomes aware.

11.2 Infringement in Licensed Fields of Use:

- (a) For any infringement of the Licensed Patent Rights that falls within the Licensed Fields of Use, the Licensee shall have the first right, but not the obligation, at the Licensee’s cost, to enforce and shall keep IC and any Additional Licensee(s) reasonably informed with respect thereto.
- (b) Pursuant to this Agreement and the provisions of 35 U.S.C. Chapter 29, for any infringement in the Licensed Fields of Use, the Licensee:
  - (i) shall have the right to bring suit in its own name, at its own expense, and on its own behalf for infringement of presumably Valid Claims in the Licensed Patent Rights with respect to such infringement;
  - (ii) may in any suit, enjoin infringement and collect for its use, damages, profits, and awards of whatever nature recoverable for the infringement;
  - (iii) may settle any claim or suit for infringement of the Licensed Patent Rights; provided, however, that the IC and appropriate Government authorities shall have the right to review and approve (such approval not to be unreasonably withheld, conditioned or delayed) any such settlement that imposes any liability on the IC or any other Government authority that is not subject to reimbursement by Licensee hereunder; and
  - (iv) if the Licensee desires to initiate such a suit for infringement of the Licensed Patent Rights in the Licensed Fields of Use, the Licensee shall notify the IC in writing, and the Licensee shall be free to initiate and control such suit. The IC shall have a continuing right to consult, using counsel of its own choice, in any enforcement action brought or controlled by the Licensee hereunder. The Licensee shall take no action to compel the Government either to initiate or to join in any suit for patent infringement, other than to the extent required to enable the Licensee to enforce the Licensed Patent Rights in accordance with this Article 11. The Licensee may request the Government to initiate or join in any suit if necessary to avoid dismissal of the suit, and the Government shall not unreasonably deny Licensee’s request. Should the Government be made a party to any suit brought by Licensee to enforce the Licensed Patent Rights, the Licensee shall reimburse the Government for any costs, expenses, or fees which the Government incurs as a result of the motion or other action, including all costs incurred by the Government in opposing the motion or other action being joined in such suit. In all cases, the Licensee agrees to keep the IC reasonably apprised of the status and progress of any such litigation. Before the Licensee commences an infringement action to enforce the Licensed Patent Rights, the Licensee shall notify the IC and give careful consideration to the views of the IC and to any potential effects of the litigation on the public health in deciding whether to bring suit.

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

- (c) If the **Licensee** has elected not to take action with respect to infringement of the **Licensed Patent Rights** in the **Licensed Fields of Use** within [\*\*\*] of receiving or providing notice thereof pursuant to Paragraph 11.1, the **IC** shall have the right, but not the obligation, to assume, at its own expense, the responsibility for the enforcement of such **Licensed Patent Rights** against such infringement, under the terms and conditions set forth in Paragraph 11.4(b), and shall keep the **Licensee** reasonably informed with respect thereto.

11.3 Infringement outside the Licensed Fields of Use:

- (a) Pursuant to this **Agreement** and the provisions of 35 U.S.C. Chapter 29, for any infringement of the **Licensed Patent Rights** that is solely in fields outside the **Licensed Fields of Use** (“**Unlicensed Fields of Use**”), the **Licensee** may:
  - (i) bring suit in its own name, at its own expense, and on its own behalf for infringement of presumably valid claims in the **Licensed Patent Rights**;
  - (ii) in any suit, enjoin infringement and collect for its use, damages, profits, and awards of whatever nature recoverable for the infringement; or
  - (iii) settle any claim or suit for infringement of the **Licensed Patent Rights** provided, however, that the **IC** and appropriate **Government** authorities shall have the first right to take such actions; and
  - (iv) if the **Licensee** desires to initiate a suit for infringement of the **Licensed Patent Rights** in the **Unlicensed Fields of Use**, the **Licensee** shall notify the **IC** in writing. If the **IC** does not notify the **Licensee** of its intent to pursue legal action within [\*\*\*] of such notice, the **Licensee** shall be free to initiate such suit. The **IC** shall have a continuing right to intervene in the suit. The **Licensee** shall take no action to compel the **Government** either to initiate or to join in any suit for patent infringement. The **Licensee** may request the **Government** to initiate or join in any suit if necessary to avoid dismissal of the suit. Should the **Government** be made a party to any suit, the **Licensee** shall reimburse the **Government** for any costs, expenses, or fees which the **Government** incurs as a result of the motion or other action, including all costs incurred by the **Government** in opposing the motion or other action. In all cases, the **Licensee** agrees to keep the **IC** reasonably apprised of the status and progress of any litigation. Before the **Licensee** commences an infringement action, the **Licensee** shall notify the **IC** and give careful consideration to the views of the **IC** and to any potential effects of the litigation on the public health in deciding whether to bring suit.

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

- (v) if the **IC** desires to initiate a suit for infringement of the **Licensed Patent Rights** in the **Unlicensed Fields of Use**, the **IC** shall notify the **Licensee** in writing, and the **IC** shall be free to initiate and control such suit. The **Licensee** shall have a continuing right to consult, using counsel of its own choice, in any enforcement action brought or controlled by the **IC** hereunder. The **IC** shall take no action to compel the **Licensee** either to initiate or to join in any suit for patent infringement, other than to the extent required to enable the **IC** to enforce the **Licensed Patent Rights** in accordance with this Article 11. The **IC** may request the **Licensee** to initiate or join in any suit if necessary to avoid dismissal of the suit, and the **Licensee** shall not unreasonably deny the **IC**'s request. In all cases, the **IC** agrees to keep the **Licensee** reasonably apprised of the status and progress of any litigation. Before the **IC** commences an infringement action to enforce the **Licensed Patent Rights**, the **IC** shall notify the **Licensee** and give careful consideration to the views of the **Licensee** and to any potential effects of the litigation on the **Licensee** in deciding whether to bring suit.

11.4 In the event that a declaratory judgment action alleging invalidity or non-infringement of any of the **Licensed Patent Rights** shall be brought against the **Licensee** or raised by way of counterclaim or affirmative defense in an infringement suit brought by the **Licensee** under Paragraph 11.2, pursuant to this **Agreement** and the provisions of 35 U.S.C. Chapter 29 or other statutes, the **Licensee** may:

- (a) defend the suit in its own name, at its own expense, and on its own behalf for presumably valid claims in the **Licensed Patent Rights**;
- (b) in any suit, ultimately to enjoin infringement and to collect for its use, damages, profits, and awards of whatever nature recoverable for the infringement; and
- (c) settle any claim or suit for declaratory judgment involving the **Licensed Patent Rights**-provided, however, that the **IC** and appropriate **Government** authorities shall have the first right to review and approve (such approval not to be unreasonably withheld, conditioned or delayed) any such settlement that imposes any liability on the **IC** or any other **Government** authority that is not subject to reimbursement by **Licensee** hereunder or adversely impacts the **Licensed Patent Rights**; and
- (d) if the **IC** does not notify the **Licensee** of its intent to respond to a declaratory judgment action alleging invalidity or non-infringement of any of the **Licensed Patent Rights** brought against the **IC** within a reasonable time, not to exceed [\*\*\*] from when such action is brought, the **IC** shall notify the **Licensee**, and the **Licensee** shall be free to do so. The **Licensee** shall take no action to compel the **Government** either to initiate or to join in any declaratory judgment action. The **Licensee** may request the **Government** to initiate or to join any suit if necessary to avoid dismissal of the suit and the **Government** shall not unreasonably deny **Licensee**'s request. Should the **Government** be made a party to any suit by motion or any other action brought by the **Licensee**, the **Licensee** shall reimburse the **Government** for any costs, expenses, or fees, which the **Government** incurs as a result of being joined in such suit. If the **Licensee** elects not to defend against the declaratory judgment action, the **IC**, at its option, may do so at its own expense. In all cases, the party controlling such action agrees to keep the other party reasonably apprised of the status and progress of any litigation. Before the **Licensee** commences such a defensive action with respect to the **Licensed Patent Rights**, the **Licensee** shall notify the **IC** and give careful consideration to the views of the **IC** and to any potential effects of the litigation on the public health in deciding whether to bring suit.

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

11.5 In any action under Paragraphs 11.2, 11.3, or 11.4, the expenses including costs, fees, attorney fees, and disbursements, shall be paid by the party controlling such action or as otherwise set forth under such Paragraphs. From the value of any recovery made through court judgment or settlement of any such action, any remaining value of any such recovery following reimbursement of Licensee’s and other parties’ litigation costs (“**Recovery Margin**”) shall be treated as follows:

- (a) Recovery in Licensed Fields of Use: the **Recovery Margin** [\*\*\*].
- (b) Recovery in Unlicensed Fields of Use: the **Recovery Margin**, (i) in the event that IC exercises its right to enforce the **Licensed Patent Rights** under Paragraph 11.3, [\*\*\*] and (ii) in the event that Licensee exercises its right to enforce the **Licensed Patent Rights** under Paragraph 11.3, [\*\*\*].

11.6 The IC shall cooperate fully with the Licensee in connection with any action under Paragraphs 11.2 or 11.3. The IC agrees promptly to provide access to all necessary documents and to render reasonable assistance in response to a request by the Licensee.

## 12. NEGATION OF WARRANTIES AND INDEMNIFICATION

12.1 The IC offers no warranties other than those specified in Article 1. IC further warrants that to the best of its knowledge it has not granted and will not grant any licenses or rights to the **Licensed Patent Rights** within the **Licensed Fields of Use** of this Agreement.

12.2 The IC does not warrant the validity of the **Licensed Patent Rights** and makes no representations whatsoever with regard to the scope of the **Licensed Patent Rights**, or that the **Licensed Patent Rights** may be exploited without infringing other patents or other intellectual property rights of a **Third Party**.

12.3 THE IC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SUBJECT MATTER DEFINED BY THE CLAIMS OF THE **LICENSED PATENT RIGHTS** OR TANGIBLE MATERIALS RELATED THERETO.

12.4 The IC does not represent that it shall commence legal actions against any **Third Party** infringing the **Licensed Patent Rights**.

12.5 The Licensee shall indemnify and hold the IC, its employees, students, fellows, agents, and consultants harmless from and against all liability, demands, damages, expenses, and losses, including but not limited to death, personal injury, illness, or property damage resulting from a suit or proceeding brought by a **Third Party** against any of them to the extent arising out of:

- (a) the use by or on behalf of the Licensee, its **Sublicensees**, directors, employees, or **Third Parties** of any **Licensed Patent Rights** in the **Licensed Fields of Use**; or
- (b) the design, manufacture, distribution, or use of any **Licensed Products, Licensed Processes** or materials by the Licensee, or other products or processes developed in connection with or arising out of Licensee’s practice of the **Licensed Patent Rights**;

provided that Licensee’s indemnification obligations shall not apply to the extent such claim results from the negligence, willful misconduct or breach of this Agreement by the IC, or from the exploitation of **Licensed Patent Rights** by or under the authority of **Additional Licensee(s)**.

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

12.6 The **Licensee** agrees to maintain a liability insurance program consistent with sound business practice. The **IC** shall provide **Licensee** with prompt written notice upon becoming aware of any claims that are subject to **Licensee**'s indemnification obligations under Paragraph 12.5 above, and **Licensee** shall have the right to control the defense and settlement of any such claim. The **IC** shall cooperate with **Licensee** in such defense or settlement, at **Licensee**'s reasonable request and expense, and shall not make any admissions in connection with such claim.

13. TERM, TERMINATION, AND MODIFICATION OF RIGHTS

13.1 This **Agreement** is effective when signed by all parties, unless the provisions of Paragraph 14.17 are not fulfilled, and shall extend to the expiration of the last to expire **Valid Claim** within the **Licensed Patent Rights** unless sooner terminated as provided in this Article 13.

13.2 In the event that the **Licensee** is in default in the performance of any material obligations under this **Agreement**, including but not limited to the obligations listed in Paragraph 13.5, and if the default has not been remedied within [\*\*\*] after the date of notice in writing of the default, the **IC** may terminate this **Agreement** by written notice and pursue outstanding royalties owed through procedures provided by the Federal Debt Collection Act.

13.3 In the event that the **Licensee** becomes insolvent, files a petition in bankruptcy, has such a petition filed against it, determines to file a petition in bankruptcy, or receives notice of a **Third Party**'s intention to file an involuntary petition in bankruptcy, the **Licensee** shall promptly notify the **IC** in writing.

13.4 The **Licensee** shall have a unilateral right to terminate this **Agreement** or any licenses in any country or territory by giving the **IC** [\*\*\*] written notice to that effect.

13.5 The **IC** shall specifically have the right to terminate this **Agreement** pursuant to Paragraph 13.6, such termination to be deemed effective upon the earliest of: 1. expiration of the [\*\*\*] time period by which **Licensee** can submit a formal written appeal, if such period expires without submission by **Licensee** of such appeal, 2. upon final agency decision in response to the formal written appeal in accordance with Paragraph 13.9, or 3. upon **Licensee**'s written notification of its acceptance of the termination of this **Agreement**, if the **IC** reasonably determines that the **Licensee**:

- (a) is not using reasonable commercial efforts to execute the **Commercial Development Plan** submitted with its request for a license (as amended in accordance with this **Agreement**) and the **Licensee** cannot otherwise demonstrate to the **IC**'s reasonable satisfaction that the **Licensee** has taken, or can be expected to take within a reasonable time, reasonable commercial steps to achieve the **Practical Application** of the **Licensed Products** or the **Licensed Processes**;
- (b) has not achieved the **Benchmarks** as may be modified under Paragraph 9.2;
- (c) has willfully made a false statement of, or willfully omitted a material fact in the license application or in any report required by this **Agreement**;
- (d) has committed a material breach of a covenant or agreement contained in this **Agreement**;
- (e) is not keeping the **Licensed Products** or the **Licensed Processes** reasonably available to the public after commercial use commences;
- (f) cannot reasonably satisfy unmet health and safety needs;

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

- (g) has been found by a court of competent jurisdiction to have violated the Federal antitrust laws in connection with its performance under this **Agreement**; or
  - (h) cannot reasonably justify a failure to comply with the domestic production requirement of Paragraph 5.2 unless waived.
- 13.6 In making the determination referenced in Paragraph 13.5, the **IC** shall take into account the normal course of such commercial development programs conducted with sound and reasonable business practices and judgment and the annual reports submitted by the **Licensee** under Paragraph 9.2. Prior to invoking termination or modification of this **Agreement** under Paragraph 13.5, the **IC** shall give written notice to the **Licensee** providing the **Licensee** specific notice of, and a [\*\*\*] opportunity to respond to, the **IC**'s concerns as to the items referenced in 13.5(a)-13.5(h). If the **Licensee** fails to alleviate the **IC**'s concerns as to the items referenced in 13.5(a)-13.5(h) or fails to initiate corrective action to the **IC**'s reasonable satisfaction within such [\*\*\*] period, the **IC** may terminate this **Agreement** upon written notice to **Licensee**.
- 13.7 When the public health and safety so require, and after written notice to the **Licensee** providing the **Licensee** a [\*\*\*] opportunity to respond, the **IC** shall have the right to require the **Licensee** to grant sublicenses to responsible applicants, on reasonable terms, in any **Licensed Fields of Use** under the **Licensed Patent Rights**, unless the **Licensee** can reasonably demonstrate that the granting of the sublicense would not alleviate concerns of public health and safety and materially increase the availability to the public of the subject matter of the **Licensed Patent Rights**. The **IC** shall not require the granting of a sublicense unless the responsible applicant has first negotiated in good faith with the **Licensee**.
- 13.8 The **IC** reserves the right according to 35 U.S.C. §209(d)(3) to terminate or modify this **Agreement** upon written notice to **Licensee** if it is determined that this action is necessary to meet the requirements for public use specified by federal regulations issued after the date of the license and these requirements are not reasonably satisfied by the **Licensee**.
- 13.9 Within [\*\*\*] of receipt of written notice of the **IC**'s unilateral decision to modify or terminate this **Agreement**, the **Licensee** may, consistent with the provisions of 37 C.F.R. §404.11, appeal the decision by written submission to the designated **IC** official or designee. The decision of the designated **IC** official or designee shall be the final agency decision. The **Licensee** may thereafter exercise any and all administrative or judicial remedies that may be accessible.
- 13.10 Within [\*\*\*] of expiration or termination of this **Agreement** under this Article 13, a final report shall be submitted by the **Licensee** to the **IC** with respect to any royalties due and unpaid. Any royalty payments, including those incurred but not yet paid (such as the execution royalty and full minimum annual royalty), and those related to patent expenses, due to the **IC** shall become due and payable upon termination or expiration, together with such report. If terminated under this Article 13, **Sublicensees** may elect to convert their sublicenses to direct licenses with the **IC** pursuant to Paragraph 4.3. Unless otherwise specifically provided for under this **Agreement**, upon termination (but not expiration) of this **Agreement**, the **Licensee** shall return all **Licensed Products** or other materials included within the **Licensed Patent Rights** to the **IC** or provide the **IC** with certification of the destruction thereof, within a period of [\*\*\*] after such termination. The **Licensee** may not be granted additional **IC** licenses if the final reporting requirement is not fulfilled.



Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

14. GENERAL PROVISIONS

- 14.1 Neither party may waive or release any of its rights or interests in this **Agreement** except in writing. The failure of a party to assert a right hereunder or to insist upon compliance with any term or condition of this **Agreement** shall not constitute a waiver of that right by such party or excuse a similar subsequent failure to perform any of these terms or conditions by the other party.
- 14.2 This **Agreement** constitutes the entire agreement between the parties relating to the subject matter of the **Licensed Patent Rights**, the **Licensed Products** and the **Licensed Processes**, and all prior negotiations, representations, agreements, and understandings with respect to such subject matter are merged into, extinguished by, and completely expressed by this **Agreement**.
- 14.3 The provisions of this **Agreement** are severable, and in the event that any provision of this **Agreement** shall be determined to be invalid or unenforceable under any controlling body of law, this determination shall not in any way affect the validity or enforceability of the remaining provisions of this **Agreement**.
- 14.4 If either party desires a modification to this **Agreement**, the parties shall, upon reasonable notice of the proposed modification by the party desiring the change, confer in good faith to determine the desirability of the modification. No modification shall be effective until a written amendment is signed by the signatories to this **Agreement** or their designees.
- 14.5 The construction, validity, performance, and effect of this **Agreement** shall be governed by Federal law as applied by the Federal courts in the District of Columbia.
- 14.6 Upon receipt by the **IC** of the license issue royalty and the prorated first year minimum annual royalty and verification of these royalties, the **IC** agrees to transfer the **Licensed Materials** to the **Licensee**, as available, or authorize the transfer of **Licensed Materials** to **Licensee** by a **Third Party**, and to replace these **Licensed Materials**, as available, at reasonable cost, in the event of their unintentional destruction. Within [\*\*\*] of the termination or expiration of this **Agreement**, the **Licensee** agrees to return all **Licensed Materials** and the **Licensed Products** to the **IC** or provide the **IC** with written certification of their destruction.
- 14.7 All **Agreement** notices required or permitted by this **Agreement** shall be given by prepaid, first class, registered or certified mail or by an express/overnight delivery service provided by a commercial carrier, properly addressed to the other party at the address designated on the following Signature Page, or to another address as may be designated in writing by the other party. **Agreement** notices shall be considered timely if the notices are received on or before the established deadline date or sent on or before the deadline date as verifiable by U.S. Postal Service postmark or dated receipt from a commercial carrier. Parties should request a legibly dated U.S. Postal Service postmark or obtain a dated receipt from a commercial carrier or the U.S. Postal Service. Private metered postmarks shall not be acceptable as proof of timely mailing.

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

- 14.8 This **Agreement** shall not be assigned or otherwise transferred (including any transfer by legal process or by operation of law, and any transfer in bankruptcy or insolvency, or in any other compulsory procedure or order of court) except, by **Licensee**, to the **Licensee’s Affiliate(s)** without the prior written consent of the **IC**, which shall not be unreasonably withheld, delayed, or conditioned; provided that if the **IC** does not provide a response within [\*\*\*] of its receiving such notice of assignment, then the **IC** is deemed to have consented to such assignment. The parties agree that the identity of the parties is material to the formation of this **Agreement**. In the event that the **IC** approves a proposed assignment, the **Licensee** shall pay the **IC**, as an additional royalty, [\*\*\*] of the **Fair Market Value** of any consideration received for any assignment of this **Agreement** within [\*\*\*] of the assignment. For clarity, if consideration is received for an assignment of this **Agreement** and for the sale or transfer of other assets, **Licensee** shall fairly and in good faith allocate such consideration among all such assets, and the payment to the **IC** will be based on the allocation to this **Agreement**.
- 14.9 The **Licensee** agrees in its use of any **IC**-supplied materials to comply with all applicable statutes, regulations, and guidelines, including **NIH** and **HHS** regulations and guidelines. The **Licensee** agrees not to use the materials for research involving human subjects or clinical trials in the United States without complying with 21 C.F.R. Part 50 and 45 C.F.R. Part 46. The **Licensee** agrees not to use the materials for research involving human subjects or clinical trials outside of the United States without notifying the **IC**, in writing, of the research or trials and complying with the applicable regulations of the appropriate national control authorities. Written notification to the **IC** of research involving human subjects or clinical trials outside of the United States shall be given no later than [\*\*\*] prior to commencement of the research or trials.
- 14.10 The **Licensee** acknowledges that it is subject to and agrees to abide by the United States laws and regulations (including the Export Administration Act of 1979 and Arms Export Control Act) controlling the export of technical data, computer software, laboratory prototypes, biological material, and other commodities. The transfer of these items may require a license from the appropriate agency of the U.S. **Government** or written assurances by the **Licensee** that it shall not export these items to certain foreign countries without prior approval of this agency. The **IC** neither represents that a license is or is not required or that, if required, it shall be issued.
- 14.11 The **Licensee** agrees to mark the **Licensed Products** or their packaging sold in the United States with all applicable U.S. patent numbers and similarly to indicate “Patent Pending” status. All the **Licensed Products** manufactured in, shipped to, or sold in other countries shall be marked in a manner to preserve the **IC’s** patent rights in those countries. This Paragraph 14.11 shall apply to the extent required by applicable law.
- 14.12 By entering into this **Agreement**, the **IC** does not directly or indirectly endorse any product or service provided, or to be provided, by the **Licensee** whether directly or indirectly related to this **Agreement**. The **Licensee** shall not state or imply that this **Agreement** is an endorsement by the **Government**, the **IC**, any other **Government** organizational unit, or any **Government** employee. Additionally, the **Licensee** shall not use the names of the **IC**, the **FDA** or the **HHS** or the **Government** or their employees in any advertising, promotional, or sales literature without the prior written approval of the **IC**.
- 14.13 The parties agree to attempt to settle amicably any controversy or claim arising under this **Agreement** or a breach of this **Agreement**, except for appeals of modifications or termination decisions provided for in Article 13. The **Licensee** agrees first to appeal any unsettled claims or controversies to the designated **IC** official, or designee, whose decision shall be considered the final agency decision. Thereafter, the **Licensee** may exercise any administrative or judicial remedies that may be available.

Portions of this agreement (indicated by “[\*\*\*)”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

- 14.14 Nothing relating to the grant of a license, nor the grant itself, shall be construed to confer upon any person any immunity from or defenses under the antitrust laws or from a charge of patent misuse, and the acquisition and use of rights pursuant to 37 C.F.R. Part 404 shall not be immunized from the operation of state or Federal law by reason of the source of the grant.
- 14.15 Any formal recordation of this **Agreement** required by the laws of any **Licensed Territory** as a prerequisite to enforceability of the **Agreement** in the courts of any foreign jurisdiction or for other reasons shall be carried out by the **Licensee** at its expense, and appropriately verified proof of recordation shall be promptly furnished to the **IC**.
- 14.16 Paragraphs 4.3, 8.1, 9.5-9.8, 12.1-12.6, 13.9, 13.10, 14.13 and 14.16 of this **Agreement** shall survive termination of this **Agreement**.
- 14.17 The terms and conditions of this **Agreement** shall, at the **IC**'s sole option, be considered by the **IC** to be withdrawn from the **Licensee**'s consideration and the terms and conditions of this **Agreement**, and the **Agreement** itself to be null and void, unless this **Agreement** is executed by the **Licensee** and a fully executed original is received by the **IC** within [\*\*\*) from the date of the **IC**'s signature found at the Signature Page.

**SIGNATURES BEGIN ON NEXT PAGE**

Portions of this agreement (indicated by "[\*\*\*]") have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

NIH PATENT LICENSE AGREEMENT – EXCLUSIVE

SIGNATURE PAGE

For the IC:

/s/ Richard U. Rodrigues  
Richard U. Rodriguez, MBA  
Associate Director  
Technology Transfer Center  
National Cancer Institute  
National Institutes of Health

10/30/2020  
Date

Mailing Address or E-mail Address for **Agreement** notices and reports:

License Compliance and Administration  
Monitoring & Enforcement  
Office of Technology Transfer  
National Institutes of Health  
6011 Executive Boulevard, Suite 325  
Rockville, Maryland 20852-3804 U.S.A.

E-mail: [\*\*\*]

For the **Licensee** (Upon, information and belief, the undersigned expressly certifies or affirms that the contents of any statements of the **Licensee** made or referred to in this document are truthful and accurate.):

by:

/s/ Robert Ang 10/30/2020  
Signature of Authorized Official Date

Robert Ang  
Printed Name

Chief Executive Officer  
Title

I. Official and Mailing Address for **Agreement** notices:

Amy Mendel  
Name

Chief Legal Officer  
Title

Mailing Address:  
Vor Biopharma  
100 Cambridgepark Dr, Suite 400  
Cambridge, Massachusetts 02140

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

Email Address: [\*\*\*]

Phone: 617-655-6580

II. Official and Mailing Address for Financial notices (the **Licensee’s** contact person for royalty payments)

Amy Quinlan  
Name

VP, Finance  
Title

Mailing Address:

Vor Biopharma  
100 Cambridgepark Dr, Suite 400  
Cambridge, Massachusetts 02140

Email Address: [\*\*\*]

Phone: 617-655-6580

Any false or misleading statements made, presented, or submitted to the **Government**, including any relevant omissions, under this **Agreement** and during the course of negotiation of this **Agreement** are subject to all applicable civil and criminal statutes including Federal statutes 31 U.S.C. §§3801-3812 (civil liability) and 18 U.S.C. §1001 (criminal liability including fine(s) or imprisonment).

Portions of this agreement (indicated by “[\*\*\*)”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

**APPENDIX A – PATENT(S) OR PATENT APPLICATION(S)**

**Patent(s) or Patent Application(s):**

[\*\*\*)

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

**APPENDIX B – LICENSED FIELDS OF USE AND TERRITORY**

**I. Licensed Fields of Use:**

The development of a chimeric antigen receptor (CAR) therapy mono-specific for CD33 for the prophylaxis or treatment of CD33-expressing hematological malignancies wherein the CAR is comprised of the CD33-binding domain referenced as Hu195 or hP67.6, is delivered via lentiviral transduction, and the T cells are:

1. derived autologously (meaning cells derived from one individual who is both the donor and the recipient) in the first-line or relapsed/refractory setting, or
2. derived allogeneically (meaning cells derived from a matched healthy donor), in the post-transplant setting

For clarity, specifically excluded from this field of use are “CD33-specific logic-gated CAR-based immunotherapies”, which means therapies where the CAR-expressing T cells recognize CD33 (via the Hu195 or hP67.6 binding domains) and are engineered to respond to one or more additional antigens (but not necessarily all of the signals).

**II. Licensed Territory:**

Worldwide

Portions of this agreement (indicated by “[\*\*\*)”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

#### APPENDIX C – ROYALTIES

##### **Royalties:**

- I. The **Licensee** agrees to pay to the **IC** a noncreditable, nonrefundable license issue royalty in the amount of four hundred thousand dollars (\$400,000), payable as follows: (a) three hundred twenty thousand dollars (\$320,000) due within sixty (60) days from the effective date of this **Agreement**, and (b) eighty thousand dollars (\$80,000) due at the first to occur of: 1. the eight month anniversary of the effective date of this **Agreement**, or 2. termination of this **Agreement**.
- II. The **Licensee** agrees to pay to the **IC** a nonrefundable minimum annual royalty in the amount of twenty five thousand dollars (\$25,000) as follows:
  - (a) The first minimum annual royalty is due within [\*\*\*) days of January 1, 2022; and
  - (b) Subsequent minimum annual royalty payments are due and payable on January 1 of each calendar year and may be credited against any earned royalties due for sales made in that year.
- III. After its receipt of necessary approvals to market and sell the **Licensed Product** or **Licensed Process**, the **Licensee** agrees to pay the **IC** the earned royalties, subject to Paragraph 6.6, on **Net Sales** by or on behalf of the **Licensee** and its **Sublicensees** during the applicable **Royalty Term**, as follows:
  - (a) **Vor Allo Product**
    - (1) [\*\*\*) for that portion of annual aggregate **Net Sales** of **Vor Allo Products** less than [\*\*\*)
    - (2) [\*\*\*) for that portion of annual aggregate **Net Sales** of **Vor Allo Products** equal to [\*\*\*) and up to [\*\*\*)
    - (3) [\*\*\*) for that portion of annual aggregate **Net Sales** of **Vor Allo Products** greater than [\*\*\*)
  - (b) **IC Auto Product**
    - (1) [\*\*\*) for that portion of annual aggregate **Net Sales** of **IC Auto Products** up to [\*\*\*)
    - (2) [\*\*\*) for that portion of annual aggregate **Net Sales** of **IC Auto Products** greater than [\*\*\*)
  - (c) The **Licensee** shall be entitled to a credit of [\*\*\*) of any amounts owed to non-Affiliate **Third Parties** with respect to **Licensed Products** in consideration for licenses under intellectual property owned or controlled by such **Third Party**; provided that such credit shall not reduce the earned royalty due to **IC** for **Licensed Products** and **Licensed Processes** by more [\*\*\*) of the amounts otherwise owed, or below a final adjusted royalty rate of [\*\*\*) on the annual aggregate **Net Sales**, whichever earned royalty rate is greater.



Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

- (d) For purposes of the foregoing, the “**Royalty Term**” means, on a **Licensed Product-by-Licensed Product** and country-by-country basis, the period commencing on the **First Commercial Sale** of such **Licensed Product** in such country until the expiration of the last **Valid Claim** covering such **Licensed Product** in such country.

IV. The **Licensee** agrees to pay the **IC** one-time **Benchmark** royalties within [\*\*\*] of achieving the first occurrence of a **Benchmark** with respect to a **Licensed Product** by **Licensee**:

- (a) [\*\*\*] upon [\*\*\*]
- (b) [\*\*\*] upon [\*\*\*]
- (c) [\*\*\*] upon [\*\*\*]
- (d) [\*\*\*] upon [\*\*\*]
- (e) [\*\*\*] upon [\*\*\*]
- (f) [\*\*\*] upon [\*\*\*]
- (g) [\*\*\*] upon [\*\*\*]
- (h) [\*\*\*] upon [\*\*\*]
- (i) [\*\*\*] when the aggregate **Net Sales** of all **Licensed Products** reaches [\*\*\*]
- (j) [\*\*\*] when the aggregate **Net Sales** of all **Licensed Products** reaches [\*\*\*]
- (k) [\*\*\*] when the aggregate **Net Sales** of all **Licensed Products** reaches [\*\*\*]

With respect to **Benchmarks** (a) through (c), if a **Benchmark** is skipped (each a “**Skipped Benchmark**”) so that a subsequent **Benchmark** within a given regulatory pathway for a **Licensed Product** is achieved prior to one or more **Skipped Benchmarks** of an earlier stage, then payments corresponding to such **Skipped Benchmarks** shall be deemed due and payable within [\*\*\*] of the achievement of a subsequent **Benchmark** (so long as such subsequent **Benchmark** is not also a **Skipped Benchmark**).

V. The **Licensee** agrees to pay the **IC** additional sublicensing royalties equal to the applicable percentage (as set forth below) of any **Sublicensing Revenue** received for granting each sublicense within [\*\*\*] of **Licensee**’s receipt of such **Sublicensing Revenue**. For any sublicense agreement, the applicable percentage owed by **Licensee** on **Sublicensing Revenue** will be determined by the date on which the sublicense was granted:

- (a) [\*\*\*];
- (b) [\*\*\*];
- (c) [\*\*\*]; and  
[\*\*\*].

Portions of this agreement (indicated by “[\*\*\*)”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

**APPENDIX D – BENCHMARKS AND PERFORMANCE**

The **Licensee** agrees to the following **Benchmarks** for its performance under this **Agreement** and, within [\*\*\*) of achieving a **Benchmark**, shall notify the **IC** that the **Benchmark** has been achieved.

- I. [\*\*\*)
- II. [\*\*\*)
- III. [\*\*\*)
- IV. [\*\*\*)
- V. [\*\*\*)

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Portions of this agreement (indicated by “[\*\*\*)” have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

**APPENDIX E – COMMERCIAL DEVELOPMENT PLAN**

[\*\*\*)

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

**APPENDIX F – EXAMPLE ROYALTY REPORT**

**Required royalty report information includes:**

- License reference number (L-XXX-200X/0)
- Reporting period
- Catalog number and units sold of each Licensed Product (domestic and foreign)
- Gross Sales per catalog number per country
- Total Gross Sales
- Itemized deductions from Gross Sales
- Total Net Sales
- Earned Royalty Rate and associated calculations
- Gross Earned Royalty
- Adjustments for Minimum Annual Royalty (MAR) and other creditable payments made
- Net Earned Royalty due

**Example**

<u>Catalog Number</u>	<u>Product Name</u>	<u>Country</u>	<u>Units Sold</u>	<u>Gross Sales (US\$)</u>
1	A	US	250	62,500
1	A	UK	32	16,500
1	A	France	25	15,625
2	B	US	0	0
3	C	US	57	57,125
4	D	US	12	1,500

Total Gross Sales	153,250
Less Deductions:	
Freight	3,000
Returns	7,000
Total Net Sales	143,250
Royalty Rate	8%
Royalty Due	11,460
Less Creditable Payments	10,000
<b>Net Royalty Due</b>	<b>1,460</b>

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

**APPENDIX G – ROYALTY PAYMENT OPTIONS**

New Payment Options Effective March 2018

**The License Number MUST appear on payments, reports and correspondence.**

**Credit and Debit Card Payments:** Credit and debit card payments can be submitted for amounts up to \$24,999. Submit your payment through the U.S. Treasury web site located at: <https://www.pay.gov/public/form/start/28680443>.

**Automated Clearing House (ACH) for payments through U.S. banks only**

The IC encourages its licensees to submit electronic funds transfer payments through the Automated Clearing House (ACH). Submit your ACH payment through the U.S. Treasury web site located at: <https://www.pay.gov/public/form/start/28680443>. Please note that the IC “only” accepts ACH payments through this U.S. Treasury web site.

**Electronic Funds Wire Transfers:** The following account information is provided for wire payments. In order to process payment via Electronic Funds Wire Transfer sender MUST supply the following information within the transmission:

Drawn on a **U.S. bank account** via FEDWIRE:

Please provide the following instructions to your Financial Institution for the remittance of Fedwire payments to the **NIH ROYALTY FUND**.

[\*\*\*]

Portions of this agreement (indicated by “[\*\*\*)”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

**Agency Contacts:** Office of Technology Transfer (OTT) [\*\*\*)]

Drawn on a **foreign bank account** via FEDWIRE:

The following instructions pertain to the Fedwire Network. Deposits made in US Dollars (USD).

Should your remitter utilize a correspondent US domestic bank in transferring electronic funds, the following Fedwire instructions are applicable.

[\*\*\*)]

Portions of this agreement (indicated by “[\*\*\*]”) have been omitted as the Registrant has determined that: (i) the omitted information is not material; and (ii) the omitted information is the type that the Registrant treats as private or confidential.

**Agency Contacts:**

Office of Technology Transfer (OTT) [\*\*\*]

**Checks**

All checks should be made payable to “NIH Patent Licensing”

Checks drawn on a **U.S. bank account** and sent by US Postal Service should be sent directly to the following address:

National Institutes of Health  
P.O. Box 979071  
St. Louis, MO 63197-9000

Checks drawn on a U.S. bank account and sent by **overnight or courier** should be sent to the following address:

US Bank  
Government Lockbox SL-MO-C2GL  
1005 Convention Plaza  
St. Louis, MO 63101  
Phone: 314-418-4087

Checks drawn on a **foreign bank account** should be sent directly to the following address:

National Institutes of Health  
Office of Technology Transfer  
License Compliance and Administration  
Royalty Administration  
6011 Executive Boulevard  
Suite 325, MSC 7660  
Rockville, Maryland 20852

**100 CAMBRIDGEPARK DRIVE  
CAMBRIDGE, MASSACHUSETTS**

**LEASE**

**Between**

**PPF OFF 100 CAMBRIDGE PARK DRIVE, LLC,  
a Delaware limited liability company**

**(“LANDLORD”)**

**AND**

**VOR BIOPHARMA, INC.,  
a Delaware corporation**

**(“TENANT”)**

dated as of  
December 17, 2019



TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 Basic Lease Information	1
ARTICLE 2 Lease Grant	6
ARTICLE 3 Base Building Work; Condition of the Premises	14
ARTICLE 4 Rent	17
ARTICLE 5 Compliance with Laws; Use	23
ARTICLE 6 Services to be Furnished by Landlord	29
ARTICLE 7 Repairs and Alterations	32
ARTICLE 8 Entry by Landlord	36
ARTICLE 9 Assignment and Subletting	38
ARTICLE 10 Indemnity and Waiver of Claims	44
ARTICLE 11 Insurance	45
ARTICLE 12 Subrogation	46
ARTICLE 13 Casualty Damage	47
ARTICLE 14 Condemnation	48
ARTICLE 15 Events of Default	49
ARTICLE 16 Remedies	50
ARTICLE 17 Limitation of Liability	51
ARTICLE 18 End of Lease Term; Holding Over	52
ARTICLE 19 Subordination to Mortgages; Estoppel Certificates	53
ARTICLE 20 Notices	55
ARTICLE 21 No Waiver	55
ARTICLE 22 Quiet Enjoyment	56
ARTICLE 23 Excepted and Reserved Rights	56
ARTICLE 24 Patriot Act	57
ARTICLE 25 Letter of Credit	57
ARTICLE 26 [Intentionally Omitted]	61
ARTICLE 27 [Intentionally Omitted]	61
ARTICLE 28 Miscellaneous	61

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EXHIBITS

Exhibit A-1 -	Floor Plan of Premises – 4 <sup>th</sup> Floor
Exhibit A-2 -	Floor Plan of Premises – Tenant Materials Storage Area- 1 <sup>st</sup> Floor
Exhibit A-3 -	Floor Plan of pH Neutralization Area - 3 <sup>rd</sup> Floor
Exhibit A-4 -	Floor Plan of Penthouse Area and Roof Area
Exhibit B -	Form of Commencement Date Agreement
Exhibit C -	Base Building Work Matrix
Exhibit D -	Work Letter
Exhibit E -	Freight Elevator Plan
Exhibit F -	Rules and Regulations
Exhibit G -	Form of Letter of Credit
Exhibit H -	Tenant's Hazardous Materials
Exhibit I -	Form of Environmental Questionnaire
Exhibit J -	Plan of RODI Skid Area
Exhibit K -	Utility Capacity Matrix
Exhibit L -	Required Tenant Contractor/Subcontractor Insurance Coverages
Exhibit M -	PH Neutralization System Specifications
Exhibit N -	Construction Rules and Regulations

LEASE AGREEMENT

This Lease Agreement (this “**Lease**”) is made and entered into as of the 17th day of December, 2019 (the “**Effective Date**”), by and between **PPF OFF 100 CAMBRIDGE PARK DRIVE, LLC**, a Delaware limited liability company (“**Landlord**”) and **VOR BIOPHARMA, INC.**, a Delaware corporation (“**Tenant**”).

NOW, THEREFORE, in consideration of the mutual covenants herein contained and \$10.00 and other good and valuable consideration, the receipt, sufficiency and delivery of which is hereby acknowledged, Landlord and Tenant hereby covenant and agree as follows:

**ARTICLE 1**  
**Basic Lease Information**

**Section 1.1 “Building”** shall mean the building and improvements commonly known as 100 CambridgePark Drive in Cambridge, Massachusetts.

**Section 1.2 “Property”** shall mean the Building, together with the land on which the Building is located, together with, at the discretion of Landlord, the parking garages, parking lots, facilities and other improvements, if any, serving the Building and the land on which the Building is located.

**Section 1.3 “Other Buildings”**: Individually or collectively, the buildings and improvements in Cambridge, Massachusetts commonly known as 125 CambridgePark Drive, 150 CambridgePark Drive and 200 CambridgePark Drive, respectively.

**Section 1.4 “Premises”** shall mean the area containing 32,798 rentable square feet, comprised of the following: (i) the area located on the fourth (4<sup>th</sup>) floor of the Building and shown on the floor plan attached to this Lease as Exhibit A-1; (ii) the area (the “**Tenant Materials Storage Area**”) located on the first (1<sup>st</sup>) floor of the Building and shown on the floor plan attached to this Lease as Exhibit A-2; and (iii) the area (the “**Penthouse Area**”) located in the penthouse on the roof of the Building and shown on the plan attached to this Lease as Exhibit A-4.

**Section 1.5 “Rentable Square Footage of the Building”** is deemed to be 138,901 rentable square feet.

**Section 1.6 “Rentable Square Footage of the Premises”** is deemed to be 32,798 rentable square feet.

**Section 1.7 “Base Rent”:**

<u>Period of Time</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
Commencement Date – the day preceding Rent Commencement Date	None	None
Rent Commencement Date - the earlier of (x) the day the Freight Elevator (as hereinafter defined) becomes operational, or (y) the day preceding the First (1 <sup>st</sup> ) anniversary of Rent Commencement Date	\$ 2,079,000.00*	\$ 173,250.00
If applicable, the date the Freight Elevator becomes operational - the day preceding the First (1 <sup>st</sup> ) anniversary of Rent Commencement Date	\$ 2,525,446.00	\$ 210,453.83
First (1 <sup>st</sup> ) anniversary of Rent Commencement Date - the day preceding the Second (2 <sup>nd</sup> ) anniversary of Rent Commencement Date	\$ 2,601,209.38	\$ 216,767.45
Second (2 <sup>nd</sup> ) anniversary of Rent Commencement Date - the day preceding the Third (3 <sup>rd</sup> ) anniversary of Rent Commencement Date	\$ 2,679,245.66	\$ 223,270.47
Third (3 <sup>rd</sup> ) anniversary of Rent Commencement Date - the day preceding the Fourth (4 <sup>th</sup> ) anniversary of Rent Commencement Date	\$ 2,759,623.03	\$ 229,968.59
Fourth (4 <sup>th</sup> ) anniversary of Rent Commencement Date - the day preceding the Fifth (5 <sup>th</sup> ) anniversary of Rent Commencement Date	\$ 2,842,411.72	\$ 236,867.64

<u>Period of Time</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
Fifth (5th) anniversary of Rent Commencement Date - the day preceding the Sixth (6th) anniversary of Rent Commencement Date	\$ 2,927,684.07	\$ 243,973.67
Sixth (6th) anniversary of Rent Commencement Date - the day preceding the Seventh (7th) anniversary of Rent Commencement Date	\$ 3,015,514.60	\$ 251,292.88
Seventh (7th) anniversary of Rent Commencement Date - the day preceding the Eighth (8th) anniversary of Rent Commencement Date	\$ 3,105,980.03	\$ 258,831.67
Eighth (8th) anniversary of Rent Commencement Date - the day preceding the Ninth (9th) anniversary of Rent Commencement Date	\$ 3,199,159.43	\$ 266,596.62
Ninth (9th) anniversary of Rent Commencement Date - Tenth (10th) anniversary of Rent Commencement Date	\$ 3,295,134.22	\$ 274,594.52

\* Annualized. Notwithstanding anything to the contrary contained herein, Tenant shall only be responsible for payment of Base Rent calculated based on 27,000 rentable square feet for the period beginning on the Rent Commencement Date through and including the earlier to occur of (x) the day the Freight Elevator becomes operational, or (y) the day preceding the first (1<sup>st</sup>) anniversary of the Rent Commencement Date.

**Section 1.8** “Tenant’s Pro Rata Share”: 23.61%.

**Section 1.9 “Tenant’s Pro Rata Laboratory Share”:** A fraction (expressed as a percentage), the numerator of which is the rentable area of the Premises and the denominator of which is the aggregate of all rentable areas of the Building leased to and used by all tenants of the Building (including Tenant) for laboratory purposes. As of the Commencement Date, Tenant’s Pro Rata Laboratory Share will be 100%.

**Section 1.10 “Term”:** The period of time commencing on the Commencement Date and expiring on the Expiration Date.

**Section 1.11 “Commencement Date”:** The date on which Landlord tenders possession of the Premises to Tenant with both (i) the Landlord’s TI Work Substantially Completed, and (ii) the Base Building Work Substantially Completed, excepting only (a) the Tenant Materials Storage Area, (b) the Penthouse Area, and (c) the Freight Elevator (as hereinafter defined).

**Section 1.12 “Scheduled Commencement Date”:** June 8, 2020.

**Section 1.13 “Rent Commencement Date”:** The date that is two (2) months after the Commencement Date.

**Section 1.14 “Expiration Date”:** The date which is the last day of the calendar month in which the day immediately preceding the tenth (10<sup>th</sup>) anniversary of the Rent Commencement Date occurs, unless sooner terminated or extended in accordance with the terms and conditions of this Lease.

**Section 1.15 “Lease Year”:** The first Lease Year shall commence on the Rent Commencement Date and shall end on the last day of the calendar month preceding the month in which the first anniversary of the Rent Commencement Date occurs. Each succeeding Lease Year shall commence on the day following the end of the preceding Lease Year and shall extend for twelve (12) consecutive months; provided, however, the last Lease Year shall expire on the Expiration Date.

**Section 1.16 “Base Building Work”:** The alterations and improvements described as the “Base Building Work” in the Base Building Work Matrix (the “Base Building Work Matrix”) attached to this Lease as Exhibit C attached and incorporated herein by the reference.

**Section 1.17 “Landlord’s TI Work”:** The alterations and improvements described as the “Landlord’s TI Work” in the Work Letter (the “Work Letter”) attached to this Lease as Exhibit D and incorporated herein by this reference.

**Section 1.18 “Brokers”:** Newmark Knight Frank and CRESA.

**Section 1.19 “Permitted Use”:** General office purposes and research and development and lab use, consistent with a first-class office and research and development building, and no other purpose or purposes.

**Section 1.20 “Notice Addresses”:**

All notices to Tenant shall be sent to the following addresses:

**Tenant:**

Prior to the Commencement Date:

Vor Biopharma, Inc.  
215 First Street, 4<sup>th</sup> Floor  
Cambridge, Massachusetts 02142

Following the Commencement Date:

Vor Biopharma, Inc.  
100 CambridgePark Drive  
Cambridge, Massachusetts 02140

**Landlord:**

All notices to Landlord shall be sent to the following addresses:

PPF OFF 100 Cambridge Park Drive, LLC  
c/o Morgan Stanley Real Estate Advisor, Inc.  
1585 Broadway, 37<sup>th</sup> Floor  
New York, New York 10036  
Attention: Jennie Pries Friend

With copies to:

PPF OFF 100 Cambridge Park Drive, LLC  
c/o Longfellow Real Estate Partners, LLC  
260 Franklin Street, Suite 1920  
Boston, Massachusetts 02110  
Attention: Jamison N. Peschel

and

Goulston & Storrs PC  
400 Atlantic Avenue  
Boston, MA 02110-3333  
Attention: Frank E. Litwin, Esq.

**Section 1.21 “Rent Payment Address”:** All rent and other charges payable by Tenant under this Lease shall be paid as follows:

If by mail:

PPF OFF 100 Cambridge Park Drive, LLC  
P.O. Box 21432  
New York, NY 10087-1433

or via wire transfer to:

Bank: JPMorgan Chase Bank, N.A.  
Account Number: 925969037  
Routing Number: 021000021  
Title: PPF OFF 100 Cambridge Park Drive, LLC

**Section 1.22 “Business Day(s)”:** Monday through Friday of each week, exclusive of New Year’s Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and such other days as may be designated by Landlord from time-to-time as holidays with respect to the Building. Notwithstanding any contrary language in this Lease, as it relates to computing the time to respond to any notice, request for approval/disapproval or other submission made under this Lease, such time period shall begin to run on the Business Day following the date on which such notice is effective under this Lease or, as to requests not in the nature of notice for approval/disapproval or other submission on the Business Day following the date on which such request or other submission is received.

**Section 1.23 “Law(s)”:** All applicable laws, statutes, codes, ordinances, orders, rules, regulations, conditions of approval and requirements of all federal, state, county, municipal and governmental authorities and all administrative or judicial orders or decrees and all permits, licenses, approvals and other entitlements issued by governmental entities, and rules of common law, relating to or affecting the Property or the use or operation thereof, whether now existing or hereafter enacted, including, without limitation, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and the regulations and guidelines promulgated thereunder, and, the rules and regulations of the Massachusetts Architectural Access Board (M.G.L. c. 22, § 13A, et seq.; 521 C.M.R. 1.00 et seq.), as the same may be amended, modified, and supplemented from time-to-time.

**Section 1.24 “Normal Business Hours”:** 8:00 A.M. to 6:00 P.M. on Business Days and 8:00 A.M. to 1:00 P.M. on Saturdays (excepting holidays).

**Section 1.25 “Letter of Credit Amount”:** The then-applicable Letter of Credit Amount set forth in Article 25. As of the Effective Date, the Letter of Credit Amount is \$1,559,250.00.

## **ARTICLE 2 Lease Grant**

### **Section 2.1 Lease Grant.**

(a) Premises. For and with respect to the Term, Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord. In addition, Tenant shall have the non-exclusive right, in common with others, to use such other portions of the Property and the Other Buildings, that are designated by Landlord from time to time for the common use of tenants and other occupants of the Property, such as sidewalks, common corridors, elevator foyers, common restrooms, conference facilities, fitness center/game room, lobby areas, and, from and after the date that installation of the Freight Elevator is substantially complete, the



Freight Elevator (collectively, the “**Common Areas**”). Tenant shall also have the non-exclusive right, in common with others, to access and use available shafts, conduits and risers to install Tenant’s wiring and cabling and to connect to Tenant’s Rooftop Equipment (as hereinafter defined) and Penthouse Equipment (as hereinafter defined). Such use of the Common Areas, shafts, conduits and risers by Tenant shall be subject to and in accordance with the provisions of this Lease, as well as the Rules and Regulations (as hereinafter defined).

(b) Rooftop Area. In connection with the Base Building Work, Landlord will install certain equipment required for the operations of Tenant in the Premises. Subject to the terms of this Section 2.1(b), during the Term of this Lease, Tenant shall have the right to install, operate, maintain, repair and replace an emergency generator (“**Tenant’s Generator**”) and additional equipment required for its operations in the Premises (collectively, the “**Rooftop Equipment**”) on the roof of the Building, in the area (the “**Rooftop Area**”) shown on the plan attached to this Lease as Exhibit A-4. The type, size, location, weight and manner of attachment of all Rooftop Equipment shall be subject to the prior approval of Landlord in each instance, such approval not to be unreasonably withheld, conditioned or delayed. Tenant’s rights under this Section 2.1(b) shall be subject to all of the terms and conditions of this Lease, as well as the following additional conditions and requirements:

- (1) Tenant shall be solely and exclusively responsible for all costs, expenses and charges, of every kind, of installing, operating, maintaining, repairing, replacing, and removing the Rooftop Equipment and Landlord shall have no liability or obligation in connection therewith except only to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Related Parties (as hereinafter defined).
- (2) If, in the reasonable judgment of Landlord, any electrical, electromagnetic, radio frequency or other interference shall result from the operation of any of the Rooftop Equipment, Tenant agrees that Landlord may, at Landlord’s option, shut down Tenant’s Rooftop Equipment upon six (6) hours prior notice to Tenant; provided, however, if an emergency situation exists, which Landlord reasonably determines in its discretion to be attributable to the Rooftop Equipment, Landlord shall immediately notify Tenant orally, who shall act immediately to remedy the emergency situation. Should Tenant fail to so remedy said emergency situation, Landlord may then act to shut down Tenant’s Rooftop Equipment. Tenant shall indemnify Landlord and hold it harmless from, and Tenant waives, all expenses, costs, damages, losses, claims or other liabilities arising out of said shutdown. Tenant agrees to cease operations (except for intermittent testing on a schedule approved by Landlord) until the interference has been corrected to the reasonable satisfaction of Landlord. If such interference has not been corrected to the reasonable satisfaction of Landlord within thirty (30) days, Landlord may require that Tenant immediately remove from the Roof Space the specific item of equipment causing such interference.
- (3) Tenant shall, at its sole cost and expense, and at its sole risk, install, operate and maintain the Rooftop Equipment in a good and workmanlike manner, and in compliance with all electric, communication, and safety codes, ordinances,

standards, regulations and requirements, now in effect or hereafter promulgated, of the Federal Government, including, without limitation, the Federal Communications Commission (the "FCC"), the Federal Aviation Administration ("FAA") or any successor agency of either the FCC or FAA having jurisdiction over radio or telecommunications, and of the state, city and county in which the Building is located. Tenant shall cooperate generally with Landlord and other carriers to permit the Building's rooftop to be and remain in compliance with all FCC and OSHA rules and regulations relating to radio frequency emission levels and maximum permissible exposure, including but not limited to the rules and regulations adopted in FCC document OET 65 (which rules and regulations have also been adopted by OSHA). Neither Landlord nor its agents shall be liable to Tenant for any stoppages or shortages of electrical power furnished to the Rooftop Equipment or the Rooftop Area because of any act, omission or requirement of the public utility serving the Building, or the act or omission of any other tenant, invitee or licensee or their respective agents, employees or contractors, or for any other cause beyond the reasonable control of Landlord, and, except as set forth in Section 6.4, Tenant shall not be entitled to any rental abatement for any such stoppage or shortage of electrical power. Except to the extent caused by the negligence or willful misconduct of Landlord or any Landlord Related Parties, neither Landlord nor its agents shall have any responsibility or liability for the conduct or safety of any of Tenant's representatives, repair, maintenance and engineering personnel while in or on any part of the Building or the roof area.

- (4) Landlord shall have no obligation to provide any electricity or other utilities or services to the Rooftop Equipment. Tenant shall be responsible for connecting the Rooftop Equipment to the electrical outlets currently located on the roof, and for the costs and expenses of all electricity consumed in connection with the Rooftop Equipment.
- (5) Tenant shall not make any changes, alterations, or other improvements on or to the roof of the Building without Landlord's prior written consent in each instance, which consent, Landlord may withhold at its discretion; provided, however, in connection with the installation, operation, maintenance, repair or replacement of the Rooftop Equipment, Landlord's consent shall not be unreasonably withheld, conditioned or delayed. In connection with all work and services performed by Tenant on the roof of the Building, Tenant shall use the vendor(s) and/or contractor(s) designated by Landlord for performance of such work or services on the roof of the Building. All vendor(s) and contractor(s) engaged by Tenant to perform work or services on the roof of the Building shall provide Landlord with a satisfactory certificate of insurance prior to accessing the roof.
- (6) Tenant's representatives shall have no right of access to the roof of the Building unless Tenant has given Landlord reasonable advance notice (which notice may be verbal) and unless the representatives of Tenant are accompanied by a representative of Landlord; provided, however, Landlord shall install a code-accessed key lock box near the entrance to the roof, containing a key to the roof

that Tenant may use if there is an emergency affecting the Rooftop Equipment and a representative of Landlord is not immediately available to provide access to the roof. A representative of Landlord shall be available to Tenant at the Building twenty-four (24) hours per day, seven (7) days per week.

- (7) At the expiration or prior termination of this Lease, Tenant shall remove the Rooftop Equipment, including, without limitation, Tenant's Generator, from the roof of the Building, and Tenant shall be responsible for the cost of repairing any damage to the roof of the Building caused by the installation or removal of the Rooftop Equipment.
- (8) Tenant shall have no right to transfer or assign its rights under this Section 2.1(b), other than to a permitted assignee or sublessee of all or substantially all of the Premises or pursuant to a Permitted Transfer.
- (9) To the maximum extent permitted by law, the Rooftop Equipment, including, without limitation, Tenant's Generator, and all other related installations shall be at the sole risk of Tenant, and except to the extent caused by negligent acts or willful misconduct by Landlord or its agents, employees or contractors, Landlord shall have no liability to Tenant in the event that the Rooftop Equipment or any related installations are damaged for any reason.
- (10) The Rooftop Area shall be delivered to Tenant "as-is," in its then condition and Landlord shall have no obligation to prepare the roof or any portion thereof, for use by Tenant.
- (11) Tenant shall comply with all applicable laws, codes, ordinances and regulations, and with the rules, regulations and guidelines of all insurance carriers, in connection with Tenant's exercise of its rights pursuant to this Section 2.1(b).
- (12) Landlord shall have the right, upon not less than thirty (30) days' prior notice to Tenant, to require Tenant to relocate the Rooftop Equipment to another area on the roof of the Building equally suitable for Tenant's use; provided, however, (x) all shutoffs of electricity or other utilities to the Rooftop Equipment shall occur outside of Normal Business Hours, and (y) such relocation shall not materially and adversely detract from the use and operation of the Rooftop Equipment by Tenant. In such event, Tenant shall by not later than the day which is specified in said notice from Landlord, relocate the Rooftop Equipment and Landlord shall reimburse Tenant for all reasonable costs and expenses incurred by Tenant in connection with said relocation.

(c) pH Neutralization System. In connection with the performance of the Base Building Work, Landlord will install a pH neutralization system for the Building in accordance with the specifications attached hereto as Exhibit M. Landlord shall obtain a wastewater treatment operator permit (a "MWRA Permit") from the Massachusetts Water Resources Authority ("MWRA"). As of the Commencement Date, the PH neutralization system shall be in

good working order, and the design and size of the PH neutralization system will be consistent with the specifications set forth in Exhibit M attached to this Lease. Tenant shall have the right in common with others to connect to and use the PH neutralization system, subject to the following conditions:

- (1) Tenant's use of the PH neutralization system shall be at Tenant's sole risk to the extent permitted pursuant to applicable Laws (Landlord making no representation or warranty regarding the sufficiency of the PH neutralization system for Tenant's use).
- (2) Tenant's use of the PH neutralization system shall be undertaken by Tenant in compliance with all applicable Laws and, except for the MWRA Permit, Tenant shall obtain any and all permits required in connection with such use by Tenant.
- (3) Tenant shall be responsible for connecting to the central distribution point for the PH neutralization system, in locations approved by Landlord. Initially, the PH neutralizing system will be on the third (3<sup>rd</sup>) floor of the Building, in the area shown on the plan attached to this Lease as Exhibit A-3. Thereafter, during the Term of this Lease the PH neutralization system may be relocated to another area on the first (1<sup>st</sup>) floor of the Building, provided that such relocated PH neutralization system shall provide comparable functionality and utility to the PH neutralization system on the third (3<sup>rd</sup>) floor.
- (4) The costs to operate, maintain, and repair the PH neutralization system shall be included in Laboratory Expenses.
- (5) The use of the PH neutralization system shall be subject to the Rules and Regulations.
- (6) Landlord has made no warranties, whether express or implied, with respect to the PH neutralization system, and Tenant disclaims any and all such warranties.

(d) Penthouse Area. Subject to the terms of this Section 2.1(d), Tenant shall have the right to install, operate, maintain, repair and replace equipment required for its laboratory operations (collectively, the "**Penthouse Equipment**") in the Penthouse Area. Without limitation, the Penthouse Area shall be added to and included in the area of the Premises, and the Base Rent, Tenant's Pro Rata Share, and Tenant's Pro Rata Laboratory Share shall be increased proportionately on account thereof. The type, size, location, weight and manner of attachment of all Penthouse Equipment shall be subject to the prior approval of Landlord in each instance, such approval not to be unreasonably withheld, conditioned or delayed. Tenant's rights under this Section 2.1(d) shall be subject to all of the terms and conditions of this Lease, as well as the following additional conditions and requirements:

- (1) Tenant shall be solely and exclusively responsible for all costs, expenses and charges, of every kind, of installing, operating, maintaining, repairing, replacing, and removing the Penthouse Equipment and Landlord shall have no liability or obligation in connection therewith.

- (2) Landlord shall have no obligation to provide any electricity or other utilities or services to the Penthouse Equipment. Tenant shall be responsible for connecting the Penthouse Equipment to the electrical outlets currently located in the Penthouse Area, and for the costs and expenses of all electricity consumed in connection with the Penthouse Equipment.
- (3) Tenant shall not make any changes, alterations, or other improvements on or to the Penthouse Area without Landlord's prior written consent in each instance, which consent shall not be unreasonably withheld, conditioned or delayed.
- (4) Tenant's representatives shall have no right of access to the Penthouse Area unless Tenant has given Landlord reasonable advance notice (which notice may be verbal) and unless the representatives of Tenant are accompanied by a representative of Landlord; provided, however, Landlord shall install a code-accessed key lock box near the entrance to the roof, containing a key to the roof that Tenant may use if there is an emergency affecting the Penthouse Equipment and a representative of Landlord is not immediately available to provide access to the roof. A representative of Landlord shall be available to Tenant at the Building twenty-four (24) hours per day, seven (7) days per week.
- (5) At the expiration or prior termination of this Lease, Tenant shall remove the Penthouse Equipment, from the penthouse of the Building, and Tenant shall be responsible for the cost of repairing any damage to the penthouse of the Building caused by the installation or removal of the Penthouse Equipment.
- (6) Tenant shall have no right to transfer or assign its rights under this Section 2.1(d) to any party other than to a permitted assignee or sublessee of the Premises.
- (7) To the maximum extent permitted by law, the use of the Penthouse Area shall be at the sole risk of Tenant, and except to the extent caused by negligent acts or willful misconduct by Landlord or its agents, employees or contractors, Landlord shall have no liability to Tenant in the event that the Penthouse Equipment or any related installations are damaged for any reason.
- (8) The Penthouse Area shall be delivered to Tenant "as-is," in its then condition and Landlord shall have no obligation to prepare the penthouse or any portion thereof, for use by Tenant.
- (9) Tenant shall comply with all applicable laws, codes, ordinances and regulations, and with the rules, regulations and guidelines of all insurance carriers, in connection with Tenant's exercise of its rights pursuant to this Section 2.1(d).
- (10) Landlord shall have the right, upon not less than thirty (30) days' prior notice to Tenant, to require Tenant to relocate the Penthouse Equipment to another area (or other areas) on the penthouse of the Building equally suitable for Tenant's use;

provided, however, (x) all shutoffs of electricity or other utilities to the Rooftop Equipment shall occur outside of Normal Business Hours, and (y) such relocation shall not materially and adversely detract from the use and operation of the Penthouse Equipment by Tenant. In such event, by not later than the day which is specified in said notice from Landlord, Tenant shall relocate the Penthouse Equipment and Landlord shall reimburse Tenant for all reasonable costs and expenses incurred by Tenant in connection with said relocation. In no event shall Base Rent, Tenant's Pro Rata Share, Tenant's Pro Rata Laboratory Share or the Amenity Fee increase as a result of any relocation of the Penthouse Equipment.

(e) **Building Generator.** As of the Commencement Date, the Building will be served by an emergency generator (the "**Building Generator**"). The Building Generator will provide standby power for tenants of the Building, as well as support for the life safety systems of the Building. Subject to the terms of this Section 2.1(e), during the Term of this Lease, Tenant shall have the right to connect its equipment in the Premises to the Building Generator and to use 5 watts (demand load) per rentable square foot of the Premises. The type and manner of connection of Tenant's connection to the Building Generator shall be subject to the prior approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any connection to the Building Generator shall be at the sole cost and expense of Tenant. Any and all use by Tenant of the Building Generator shall be subject to such reasonable rules and guidelines as may be adopted from time to time by Landlord with respect thereto, and to all applicable Laws. Any and all work and improvements performed by Tenant in connection with the Building Generator (including installing, repairing, operating and removing conduits and connections from the Building Generator to the Premises) shall be considered to be an Alteration and shall be subject to Landlord's review and prior written approval in all respects. The use of the Building Generator will be provided on an "as is," "where is" basis, with no representations or warranties, of any kind, with respect to the Building Generator. Landlord's sole obligations to Tenant with respect to the Building Generator shall be to (i) contract with a reputable third party ("**Generator Servicer**") to maintain the Building Generator in accordance with the manufacturer's standard maintenance guidelines, and (ii) turn on the Building Generator at least once per month to confirm that the Building Generator is operational. Landlord shall have no obligation to supervise, oversee or confirm that the Generator Servicer is maintaining the Building Generator in accordance with the manufacturer's standard guidelines or otherwise, and Landlord shall have no obligation or liability to Tenant in the event that the Building Generator is not operational. Without limitation, in no event shall Tenant have a claim for any compensation or reduction or abatement of Rent arising out of or resulting from any interruption or failure of operation of the Building Generator. Notwithstanding the foregoing, Landlord may elect, at its sole cost and expense, any time or from time to time, upon not less than thirty (30) days prior notice to Tenant, to substitute an alternative generator (an "**Alternative Generator**") in the Building for the Building Generator, and to relocate Tenant's connections from the Building Generator to such Alternative Generator in which event the Alternative Generator shall be considered to be the "Building Generator" for all purposes under this Lease; provided, however (x) all shutoffs of the Building Generator shall occur outside of Normal Business Hours, and (y) such relocation shall not materially and adversely detract from the use of the Building Generator by Tenant.

(f) Vivarium. Subject to the terms of this Section 2.1(f), during the Term of this Lease Tenant may construct and operate a vivarium (a “**Vivarium**”) in the Tenant’s Materials Storage Area. Tenant may use the Vivarium for storage of and testing on small laboratory animals such as mice, rats, rabbits, guinea pigs and other rodents; provided, however, in no event shall any dogs, cats, primates or other similarly sized animals be stored or tested in the Vivarium. Tenant shall use and operate the Vivarium in accordance with all applicable Laws, as well as with the standards for the operation of vivariums promulgated by the American Association for Laboratory Care, or its successor, and best industry practices. Without limiting the foregoing, Tenant shall separately dispose of all waste products from the operation of the Vivarium, including, without limitation, dead animals, strictly in accordance with all applicable Laws. Landlord shall have the right, from time to time by written notice to Tenant, to promulgate reasonable rules and regulations with respect to the operation of the Vivarium so as to minimize any adverse effects that such operation may have on other occupants of the Building, including without limitation, regulations as to noise mitigation.

(g) RODI Skid Area. As of the Commencement Date, the Building will be served by a reverse osmosis deionization skid system (the “**RODI Skid System**”), to be located on the fifth (5<sup>th</sup>) floor of the Building, in the area (the “**RODI Skid Area**”) shown on the plan attached to this Lease as Exhibit J. The RODI Skid System shall be acquired and installed by Landlord as part of the performance of the Landlord’s TI Work. Tenant shall be liable for, and shall reimburse Landlord, as Additional Rent, for (i) 81.8% of the costs and expenses of the acquisition and installation of the RODI Skid System, and (ii) all of the costs and expenses of constructing and building-out the RODI Skid Area. As of the Commencement Date, the RODI Skid System shall be in good working order. Tenant shall have the right in common with others to connect to and use the RODI Skid System, subject to the following conditions:

- (1) Tenant’s use of the RODI Skid System shall be at Tenant’s sole risk to the extent permitted pursuant to applicable Laws (Landlord making no representation or warranty regarding the sufficiency of the RODI Skid System for Tenant’s use).
- (2) Tenant’s use of the RODI Skid System shall be undertaken by Tenant in compliance with all applicable Laws and Tenant shall obtain any and all permits required in connection with such use by Tenant.
- (3) Tenant shall be responsible for connecting to the RODI Skid System, in locations approved by Landlord. Landlord reserves the right to relocate the RODI Skid System to another area of the Building, provided that such relocated RODI Skid System shall provide comparable functionality and utility to the RODI Skid System in the RODI Skid Area.
- (4) The costs to operate, maintain, and repair the RODI Skid System shall be included in Laboratory Expenses.
- (5) The use of the RODI Skid System shall be subject to the Rules and Regulations.
- (6) Landlord has made no warranties, whether express or implied, with respect to the RODI Skid System, and Tenant disclaims any and all such warranties.

Notwithstanding the foregoing, if the bid prices for the RODI Skid System and/or the RODI Skid Area are not acceptable to Tenant, then at any time prior to January 31, 2020 Tenant may elect to purchase its own RODI Skid System and to install its own RODI Skid System in the Premises, and if Tenant timely makes said election, then (i) this Section 2.1(g) shall be null and void and of no further force or effect, (ii) Landlord shall have no obligation to install, and Tenant shall have no obligation to reimburse Landlord for any costs for, the RODI Skid System or the RODI Skid Area, (iii) Tenant shall have no rights or claims to the RODI Skid Area, and (iv) Landlord and Tenant shall have no further obligations, liabilities, rights or claims pursuant to this Section 2.1(g).

**ARTICLE 3**  
**Base Building Work; Condition of the Premises**

**Section 3.1 Base Building Work.** Subject to and in accordance with the provisions of this **Section 3.1**, Landlord shall perform the Base Building Work, as described in the Base Building Work Matrix, at Landlord's sole cost and expense. In connection therewith, Landlord has provided to Tenant, and Tenant has reviewed and approved, the plans and specifications and the anticipated construction schedule for the Base Building Work. Landlord shall cause the Base Building Work to be completed in a good and workmanlike manner, in compliance with all applicable Laws. Landlord has no obligation to perform any work, supply any materials, incur any expense or make any alterations, additions or improvements in order to prepare the Building for Tenant's use and occupancy, except for the performance of the Base Building Work and the Landlord's TI Work (including payment of the Maximum Allowance Amount). The issuance by the general contractor of a certificate of substantial completion for the Base Building Work, and the completion of the commissioning and functionality testing of the base building systems shall be conclusive evidence that Landlord has substantially completed all of the Base Building Work; provided, however, the foregoing shall not limit or detract from the punch-list obligations of Landlord, and the repair and maintenance obligations of Landlord.

**Section 3.2 Condition of Premises; Delivery.** Tenant has inspected the Premises and agrees (i) to accept possession of the Premises in the condition existing on the Commencement Date, with the Base Building Work and the Landlord's TI Work Substantially Completed (as defined in the Work Letter), in vacant, broom-clean condition and in all other respects in its "as is," "where is" condition, and (ii) except for the performance of the Base Building Work and the Landlord's TI Work, Landlord has no obligation to perform any work, supply any materials, incur any expense or make any alterations or improvements to prepare the Premises for Tenant's occupancy. All work to be performed by Tenant in connection with Tenant's initial occupancy of the Premises (collectively, the "**Initial Installations**") shall be considered to be "Alterations" and shall be performed in accordance with the terms and conditions of this Lease, including, without limitation, the provisions of Section 7.3. Landlord shall be deemed to have tendered possession of the Premises to Tenant upon the delivery of notice by Landlord to Tenant stating that the Premises are vacant, broom-clean, and in the condition required by this Lease. No failure to tender possession of the Premises to Tenant on or before any particular date shall affect any other obligations of Tenant hereunder. There shall be no postponement of the Rent Commencement Date for any delay in the tender of possession to Tenant which results from any Tenant Delay (as defined in the Work Letter). Tenant's commencement of Tenant's business operations in the Premises shall be conclusive evidence, as against Tenant, that Landlord has



completed the Landlord's TI Work to be performed by Landlord under this Lease, Tenant has accepted possession of the Premises in its then current condition and at the time such possession was taken, the Premises, the Building, and the Property were in a good and satisfactory condition as required by this Lease; provided, however, that the foregoing shall not limit (i) any of Landlord's punchlist or warranty obligations set forth in the Work Letter, or (ii) any obligations or liabilities of Landlord with respect to latent defects in the Landlord's TI Work. Once the Commencement Date is determined, Landlord and Tenant shall endeavor to execute an agreement, substantially in the form attached hereto as Exhibit B, confirming the Commencement Date, the Rent Commencement Date and the Expiration Date; provided, however, the failure to execute said agreement will not limit or detract from the occurrence of such dates.

### **Section 3.3 Outside Delivery Date.**

(a) Landlord will exercise commercially reasonable efforts to cause the Commencement Date to occur by the Scheduled Commencement Date. Without limiting the foregoing, if the Commencement Date has not occurred by the date which is thirty (30) days following the Scheduled Commencement Date (as such date may be extended on a day-for-day basis for Tenant Delays and/or for up to but not more than sixty (60) days on account of Force Majeure (as hereinafter defined), the "**First Outside Delivery Date**"), then as liquidated damages and the sole and exclusive remedy of Tenant on account thereof, (i) for and with respect to each day between the First Outside Delivery Date and the earlier to occur of (x) the date which is sixty (60) days following the First Outside Delivery Date (as such date may be extended on a day-for-day basis for Tenant Delays and/or for up to but not more than ninety (90) days on account of Force Majeure, the "**Second Outside Delivery Date**") and (y) date on which the Commencement Date actually occurs, Tenant shall receive a credit against the Base Rent payable under this Lease in an amount equal to one-half (1/2) of the per diem Base Rent payable for the Premises; and (ii) for and with respect to each day between the Second Outside Delivery Date and the date on which the Commencement Date actually occurs, Tenant shall receive a credit against the Base Rent payable under this Lease in an amount equal to the per diem Base Rent payable for the Premises. Notwithstanding anything to the contrary contained herein, the First Outside Delivery Date and the Second Outside Delivery Date shall be extended, and there shall be no credit against Base Rent for any delay in the Commencement Date arising out of or resulting from any Tenant Delay and/or for delays of up to but not more than ninety (90) days on account of Force Majeure.

(b) Notwithstanding the foregoing, if (i) the Commencement Date has not occurred by the date which is six (6) months after the Scheduled Commencement Date (as the same may be extended for delays arising out of or resulting from Tenant Delays and/or for up to but not more than ninety (90) days on account of Force Majeure, the "**Lease Cancellation Date**"), and (ii) not less than fifteen (15) days prior to the delivery of a Termination Notice (as hereinafter defined) Tenant shall have delivered a Reminder Notice (as hereinafter defined) to Landlord, then at any time after the Lease Cancellation Date and prior to the date on which the Commencement Date actually occurs, Tenant may elect, as liquidated damages and its sole and exclusive remedy on account thereof, to terminate this Lease by delivering to Landlord a Termination Notice, with such termination to be effective immediately upon the giving by Tenant of such Termination Notice. If Tenant validly terminates this Lease in accordance with

the foregoing provisions, then all prepaid amounts and the Letter of Credit shall be promptly returned to Tenant, this Lease shall be null and void and of no further force and effect, and except as expressly and specifically set forth herein, the parties shall have no further liabilities, responsibilities or obligations hereunder. Notwithstanding any provision contained herein, if the Commencement Date actually occurs at any time prior to the valid termination of this Lease in accordance with the foregoing provisions, then Tenant shall have no further right to terminate this Lease pursuant to this Section 3.3(b). A **“Reminder Notice”** shall mean a written notice delivered by Tenant to Landlord stating the following in capitalized and bold type on the first page of such notice: **“IN ACCORDANCE WITH AND SUBJECT TO SECTION 3.3(b) OF THE LEASE, IF THE COMMENCEMENT DATE HAS NOT OCCURRED BY THE LEASE CANCELLATION DATE, THE TENANT MAY TERMINATE THE LEASE. LANDLORD IS HEREBY NOTIFIED THAT THE COMMENCEMENT DATE HAS NOT OCCURRED AS OF THE DATE OF THIS NOTICE.”** A **“Termination Notice”** shall mean a written notice delivered by Tenant to Landlord stating the following in capitalized and bold type on the first page of such notice: **“IN ACCORDANCE WITH AND SUBJECT TO THE TERMS AND CONDITIONS OF SECTION 3.3(b) OF THE LEASE, TENANT HEREBY ELECTS TO TERMINATE THE LEASE.”**

#### **Section 3.4 Freight Elevator.**

(a) In connection with the performance of the Base Building Work, Landlord will install a new freight elevator serving the Building, substantially in accordance with the plan attached hereto as Exhibit E (the **“Freight Elevator”**). Landlord shall install the Freight Elevator in a good and workmanlike manner, consistent with the standards applicable to the Building and in compliance with all applicable Laws. The **“Freight Elevator Operation Date”** shall mean the date on which the Freight Elevator first becomes operational.

(b) Landlord will submit an application to the City of Cambridge for a building permit, variance, or special permit, as required to authorize the installation of the Freight Elevator (the **“Freight Elevator Permit Application”**). If Landlord does not submit the Freight Elevator Permit Application by June 1, 2020 (the **“Outside Elevator Permit Application Date”**), then Tenant may elect, by giving Landlord written notice at any time after the Outside Elevator Permit Application Date and prior to the date that Landlord actually submits the Freight Elevator Permit Application, as its sole and exclusive remedies on account thereof, either (i) to terminate this Lease, or (ii) (x) to extend the Rent Commencement Date by a period of twelve (12) months, and (y) to cause Landlord to complete the work required to retrofit a window opening for laboratory deliveries (the **“Delivery Window Retrofit”**). If Tenant timely elects to terminate this Lease in accordance with clause (i) above, then effective as of the date of delivery of said termination notice, this Lease shall be terminated and null and void and of no further force and effect, and except as expressly and specifically set forth herein, the parties shall have no further liabilities, responsibilities or obligations hereunder.

(c) If the Freight Elevator Operation Date does not occur by December 31, 2020 (the **“First Outside Freight Elevator Delivery Date”**), then for and with respect to each day between the First Outside Freight Elevator Delivery Date and the earlier of (i) the Freight Elevator Operation Date, and (ii) the Freight Elevator Termination Date (as hereinafter defined), as its sole and exclusive remedies on account thereof, (A) Tenant shall receive a credit against

the Base Rent next becoming payable under this Lease in an amount equal to one-half (1/2) of the per diem Base Rent payable for the Premises, and (B) Tenant may cause Landlord to complete the Delivery Window Retrofit.

(d) If the Freight Elevator Operation Date does not occur by June 30, 2021 (as such date may be extended for up to but not more than sixty (60) days by reason of Force Majeure, the “**Freight Elevator Termination Date**”), then Tenant may elect in Tenant’s sole discretion, as its sole and exclusive remedies on account thereof, (i) to terminate this Lease by giving written notice to Landlord at any time prior to the earlier of (x) the Freight Elevator Operation Date, and (y) the date which is twelve (12) months after the Freight Elevator Termination Date, and (ii) (A) to receive for each day between the Freight Elevator Termination Date and the Freight Elevator Operation Date, a credit against the Base Rent next becoming payable under this Lease in an amount equal to the per diem Base Rent payable for the Premises, and (B) to cause Landlord to complete the Delivery Window Retrofit. If Tenant timely elects to terminate this Lease in accordance with clause (i) above, then effective as of the date of delivery of said termination notice, this Lease shall terminate and be null and void and of no further force and effect, and except as expressly and specifically set forth herein, the parties shall have no further liabilities, responsibilities or obligations hereunder.

**Section 3.5 Lift Station Pump.** If, at any time, Tenant elects to install a sink in the unfinished tissue culture room located in the Premises, and said sink does not naturally connect to the PH neutralization system located on third (3<sup>rd</sup>) floor of the Building, then upon request of Tenant, subject to and if permitted pursuant to applicable Laws, Landlord shall install in the Premises, at Landlord’s sole cost and expense, a lift station (the “**Lift Station**”) in order to transport chemicals from the sink in said unfinished tissue culture room to the PH neutralization system. The design and location of the Lift Station shall be reasonably acceptable to Landlord and Tenant. In connection with the installation, repair and maintenance of the Lift Station, Landlord shall from time-to-time have access to the Premises. In connection with said access to the Premises, Landlord shall exercise commercially reasonable efforts to minimize interference with the usual and customary business operations of Tenant in the Premises.

#### **ARTICLE 4 Rent**

**Section 4.1 Payments.** (a) Tenant shall pay to Landlord, without any setoff or deduction, except as may be specifically set forth in this Lease, the total amount of Base Rent and Additional Rent (collectively, the “**Rent**”) due for the Term. “**Additional Rent**” shall mean all sums (exclusive of Base Rent) that Tenant is required to pay to Landlord under this Lease. Tenant shall pay all payments of Base Rent, Tenant’s Pro Rata Share Taxes (as hereinafter defined), Tenant’s Pro Rata Share of Expenses (as hereinafter defined), Tenant’s Pro Rata Laboratory Share of the Laboratory Expenses, and the Amenity Fee in advance on the first (1<sup>st</sup>) day of each calendar month during the Term, without notice or demand. All other items of Rent shall be due and payable by Tenant not later than thirty (30) days after delivery of bills or invoices by Landlord. All payments of Rent shall be by good and sufficient check or by other means (such as automatic debit or electronic transfer) acceptable to Landlord, in accordance with payment instructions provided by Landlord to Tenant, to the Rent Payment Address or such other addresses as may be designated by Landlord from time-to-time.

(b) If Tenant fails to pay any item or installment of Rent when due, including, without limitation, the Advance Rent (as hereinafter defined), then in addition to and without limitation of all other rights and remedies of Landlord as a result thereof, Tenant shall pay to Landlord, as Additional Rent, (i) a late charge of three percent (3%) of such past due amount, and (ii) interest on all delinquent amounts which shall accrue from the date due until paid at the lesser of (x) a per annum rate of twelve percent (12%) per annum from the date such payment is due until paid, or (y) the highest rate permitted by applicable Law. Notwithstanding the foregoing, no late payment or interest shall be due or payable with respect to the first late payment of Rent in any consecutive twelve-month period if Tenant makes such payment within five (5) days following delivery to Tenant of notice that such payment was not received when due. If the Term commences on a day other than the first (1<sup>st</sup>) day of a calendar month or terminates on a day other than the last day of a calendar month, the monthly Base Rent, Tenant's Pro Rata Share of Taxes, Tenant's Pro Rata Share of Expenses, Tenant's Pro Rata Laboratory Share of the Laboratory Expenses and the Amenity Fee for such month shall be prorated based on the number of days in such calendar month. Landlord's acceptance of less than the amount of Rent then due shall be considered a payment on account of the earliest Rent then due. No endorsement or statement on a check or letter accompanying a check or payment shall be considered an accord and satisfaction. Landlord may accept any check or payment without prejudice to the right of Landlord to recover the balance due or to pursue other available remedies. Tenant's covenant to pay Rent is independent of every other covenant in this Lease.

(c) By not later than February 1, 2020, Tenant shall pay, without notice or demand and in accordance with the provisions of this Section 4.1, one month's Base Rent (the "**Advance Rent**") to Landlord. Time is of the essence of the payment of the Advance Rent. If the Rent Commencement Date is on the first day of a month, then the Advance Rent shall be credited towards the first month's Base Rent payment. If the Rent Commencement Date is not the first day of a month, then on the Rent Commencement Date Tenant shall pay Base Rent for the period from the Rent Commencement Date through the last day of such month, and the Advance Rent shall be credited towards Base Rent payable for the next succeeding calendar month.

**Section 4.2 Expenses, Laboratory Expenses, and Taxes.** For and with respect to each calendar year (or portion thereof) during the Term, from and after the Rent Commencement Date, Tenant shall pay Tenant's Pro Rata Share of the Expenses for such calendar year (or portion thereof) and Tenant's Pro Rata Laboratory Share of the Laboratory Expenses for such calendar year (or portion thereof). For and with respect to each tax fiscal year, which commences on July 1 and expires on the following June 30 (each, a "**Fiscal Year**") during the Term, from and after the Commencement Date, Tenant shall pay Tenant's Pro Rata Share of the Taxes (as hereinafter defined) for each such Fiscal Year. Landlord will provide Tenant with its good faith estimate of the Tenant's Pro Rata Share of the Expenses, the Tenant's Pro Rata Laboratory Expenses, and the Tenant's Pro Rata Share of the Taxes prior to the commencement of each calendar year or Fiscal Year (respectively). On or before the first (1<sup>st</sup>) day of each month of each calendar year during the Term, Tenant shall pay to Landlord monthly installments equal to one-twelfth (1/12) of Tenant's Pro Rata Share of Landlord's good faith estimate of the Expenses and of Tenant's Pro Rata Laboratory Share of the Laboratory Expenses for the respective calendar year and one-twelfth (1/12) of Tenant's Pro Rata Share of Landlord's good faith estimate of the Taxes for the respective Fiscal Year. If Landlord determines at any time or from time to time that its good faith estimate of the Tenant's Pro Rata Share of the Expenses, or

Tenant's Pro Rata Laboratory Share of the Laboratory Expenses, and/or the Tenant's Pro Rata Share of the Taxes was incorrect, then Landlord may provide Tenant with a revised estimate thereof. After its receipt of the revised estimate, Tenant's remaining monthly payments for such calendar year or Fiscal Year shall be based upon the revised estimate provided by Landlord. If Landlord does not provide Tenant with an estimate of the Tenant's Pro Rata Share of the Expenses, the Tenant's Pro Rata Laboratory Expenses, or of the Tenant's Pro Rata Share of the Taxes prior to the commencement of a calendar year or Fiscal year, as applicable, then, Tenant shall continue to pay monthly installments based on the previous year's estimate(s) until Landlord provides Tenant with the new estimate. Upon delivery of the new estimate, an adjustment shall be made for any month for which Tenant paid monthly installments based on the previous year's estimate(s). Such adjustment shall be effected by Tenant paying Landlord the amount of any underpayment within thirty (30) days after receipt of the new estimate, or by Landlord refunding to Tenant any overpayment within thirty (30) days or, if Landlord so elects, by crediting the overpayment against the next due future installment(s) of Additional Rent, as applicable. Within one hundred twenty (120) days following the end of each calendar year or Fiscal Year, as applicable, Landlord shall furnish Tenant with a reconciliation statement (each, a "**Statement**") of the actual Expenses, actual Laboratory Expenses, and/or the actual Taxes for the prior calendar year or Fiscal Year, as applicable. If the amount paid on account of Tenant's Pro Rata Share of the estimated Expenses, the actual Tenant's Pro Rata Laboratory Share of Laboratory Expenses, and/or Tenant's Pro Rata Share of the estimated Taxes for the prior calendar year or Fiscal Year, as applicable, is more than the actual Tenant's Pro Rata Share of the Expenses, the actual Tenant's Pro Rata Laboratory Share of Laboratory Expenses and/or actual Tenant's Pro Rata Share of the Taxes, as the case may be, for the prior calendar year or Fiscal Year, as applicable, then Landlord shall apply any overpayment by Tenant against the installment payment(s) next becoming due on account of the estimated Expenses, Laboratory Expenses, or Taxes, as applicable. If the amount paid on account of the estimated Tenant's Pro Rata Share of the Expenses estimated Tenant's Pro Rata Laboratory Share of Laboratory Expenses, and/or estimated Tenant's Pro Rata Share of the Taxes for the prior calendar year or Fiscal Year, as applicable, is less than the actual Tenant's Pro Rata Share of the Expenses, the actual Tenant's Pro Rata Laboratory Share of Laboratory Expenses and/or actual Tenant's Pro Rata Share of the Taxes, as the case may be, for such prior year, then Tenant shall pay Landlord, within thirty (30) days after its receipt of the Statement of Expenses, Laboratory Expenses and/or Taxes, the amount of such underpayment.

#### **Section 4.3 Expenses, Laboratory Expenses.**

"**Expenses**" shall mean all costs and expenses incurred in each calendar year in connection with operating, maintaining, repairing, and managing the Building and/or the Property, including, but not limited to, the following: (a) labor and labor related costs, including wages, salaries, bonuses, taxes, insurance, uniforms, training, retirement plans, pension plans and other employee benefits; (b) management fees (whether paid to Landlord or paid to affiliated or unaffiliated property management companies) not to exceed four percent (4%) of gross revenue for the Building; (c) the cost of equipping, staffing and operating an on-site and/or off-site management office for the Building, provided if the management office services one or more other buildings or properties, the shared costs and expenses of equipping, staffing and operating such management office(s) shall be equitably prorated and apportioned between the Building and the other buildings or properties; (d) commercially reasonable accounting costs; (e) the cost of

services provided in connection with the operation, repair and maintenance of the Building and/or the Property; (f) rental and purchase cost of parts, supplies, tools and equipment; (g) insurance premiums and commercially reasonable deductibles; (h) electricity, gas and other utility costs; (i) the costs and expenses of operating, maintaining, repairing and managing parking facilities serving the Building, including, without limitation, valet services; (j) the costs and expenses of transportation services and shuttle bus services provided to tenants and occupants of the Building; and (k) the amortized cost of capital improvements made to the Building and/or the Property, or capital assets acquired for the Building and/or the Property (“**Permitted Capital Expenditures**”) which are (a) intended to reduce over the useful life thereof operating expense costs or otherwise improve the operating efficiency of the Building and/or the Property; or (b) are reasonably necessary for the health and safety for the occupants of the Building and/or the Property; or (c) are required to comply with any applicable Laws which first become effective after the Effective Date (whether through adoption, promulgation, application, interpretation, or otherwise). The cost of such Permitted Capital Expenditures shall be amortized by Landlord over the their useful life (as reasonably determined by Landlord in accordance with customary practice in the real estate industry), and shall include, at Landlord’s option, actual or imputed interest at the Prime Rate plus three percent (3%); provided, however, the actual costs savings resulting from a capital improvement or capital asset may be included in Expenses to the extent of savings realized in a particular calendar year without regard to the foregoing amortization requirement. Landlord, by itself or through an affiliate, shall have the right to directly perform, provide and be compensated for any services provided by Landlord. If Landlord incurs Expenses for the Building and/or the Property together with one or more other buildings or properties, whether pursuant to a reciprocal easement agreement, common area agreement or otherwise, the shared costs and expenses shall be equitably prorated and apportioned between the Building and/or the Property and such other buildings or properties.

Notwithstanding the foregoing, Expenses shall not include the following: (i) salaries, fringe benefits and other compensation of officers and executives of Landlord not connected with the operation of the Property, or above the level of property manager (or the equivalent); (ii) depreciation of the Building or equipment; (iii) interest and principal amortization on any mortgage or deed of trust, any rent paid on any ground or underlying lease, and any cost incurred by Landlord in connection with financing or refinancing the Property, Building or any ground lease, if applicable; (iv) to the extent received by Landlord, expenses which, by the terms of this Lease or any other lease, are paid by a separate charge; (v) Taxes, franchise taxes, value added taxes, and income taxes imposed on Landlord; (vi) the cost of any electric current or other utilities furnished to the tenants of the Building, to the extent such tenants are billed separately; (vii) expenses incurred in the construction of additional leasable area on the Property; (viii) costs relating to maintaining Landlord’s existence as a corporation, limited partnership or other entity; (ix) brokerage commissions or other fees and other costs incurred in procuring or negotiating with other tenants or prospective tenants, including costs (including permit, license and inspection fees) incurred in renovating, improving, decorating, painting or redecorating leasable space for tenants of the Building; (x) the cost of any items for which Landlord is reimbursed by insurance, condemnation, refund, rebate or otherwise; (xi) the cost of any repairs made by Landlord pursuant to the damage or condemnation articles of this Lease in excess of the commercially reasonable “deductible” paid under Landlord’s insurance; (xii) any expenses for repairs or maintenance to the extent Landlord is actually reimbursed pursuant to warranties, guarantees or service contracts; (xiii) capital expenditures other than Permitted Capital

Expenditures; (xiv) attorneys' fees, costs, disbursements and other expenses incurred in connection with solicitation of and negotiation for leases with tenants, other occupants or prospective tenants or other occupants of the Property, incurred in connection with disputes with tenants, other occupants or prospective tenants or other occupants of the Property; (xv) late fees or penalties due to Landlord's failure to make any timely payment; (xvi) the costs of the Base Building Work or correcting defects; (xvii) payments for rented equipment, the cost of which equipment would constitute a capital expenditure if the equipment were purchased to the extent that such payments exceed the amount which could have been included in Expenses had Landlord purchased such equipment rather than leasing such equipment; (xviii) fees and charges paid to subsidiaries or affiliates of Landlord (exclusive of the management fee permitted under this Lease) for services on or to the Property or for supplies or other materials, to the extent that the costs of the services, supplies or materials exceed the amounts which would have been paid were they provided in an arm's length market transaction and not provided by a subsidiary or affiliate of Landlord; (xix) the cost of the acquisition or installation of any sculpture, paintings or other objects of art to the extent such cost exceeds one percent (1%) of the annual operating expense budget for the Building; (xx) reserves of any kind; (xxi) if and to the extent that costs and expenses allocable to the Property also are allocable to the Other Buildings, the portion of such costs and expenses fairly attributable to the Other Buildings, as determined based on Landlord's equitable allocation of such costs and expenses between the Building and the Other Buildings; and (xxii) fines or penalties incurred by Landlord due to a violation of Laws or default by Landlord under any lease in the Building. If at any time during a calendar year less than 100% of the rentable area of the Building is occupied, then those Expenses that vary based upon occupancy (such as cleaning costs) shall be calculated as if 100% of the rentable area of the Building had been occupied and Landlord had been supplying such services to 100% of the rentable area of the Building. In no event shall Landlord be entitled to collect more than 100% of any category of Expenses.

**"Laboratory Expenses"** shall mean all costs and expenses incurred in each calendar year in connection with operating, maintaining, repairing, and managing the laboratory equipment, facilities and systems serving the Building, including, without limitation, any pH neutralization equipment, facilities and systems, nitrogen tank equipment, facilities and systems, and stand-by and back-up power equipment and systems, including, but not limited to, the costs and expenses of the following: labor and labor related costs; parts, supplies, tools and equipment; insurance premiums and deductibles; electricity, gas and other utility costs.

**Section 4.4 Taxes.** "Taxes" shall mean the following: (i) all ad valorem real estate taxes, assessments, sewer and water rents, and other governmental levies, impositions or charges, whether general, special, ordinary, extraordinary, foreseen or unforeseen, which may from time to time be assessed, levied or imposed upon all or any part of the Property, (ii) all business improvement district impositions, charges and fees assessed, imposed or payable with respect to all or any part of the Property, and (iii) all expenses (including reasonable attorneys' fees and disbursements and experts' and other witnesses' fees) incurred in seeking abatement of or contesting any of the foregoing (but such expenses will not be included in Base Taxes if incurred during the Base Tax Year). If Landlord elects to pay any assessment in annual installments, then (i) such assessment shall be deemed to have been so divided and to be payable in the maximum number of installments permitted by Law, and (ii) there shall be deemed included in Taxes for each Fiscal Year the installments of such assessment becoming payable during such Fiscal Year,

together with interest payable during such Fiscal Year on such installments and on all installments thereafter becoming due as provided by law, all as if such assessment had been so divided. If at any time the methods of taxation prevailing on the Effective Date shall be altered so that in lieu of or as an addition to the whole or any part of Taxes, there shall be assessed, levied or imposed (1) a tax, assessment, levy, imposition or charge based on the income or rents received from the Real Property whether or not wholly or partially as a capital levy or otherwise, (2) a tax, assessment, levy, imposition or charge measured by or based in whole or in part upon all or any part of the Real Property and imposed upon Landlord, (3) a license fee measured by the rents, or (4) any other tax, assessment, levy, imposition, charge or fee however described or imposed, including business improvement district impositions, fees, and charges, then all such taxes, assessments, levies, impositions, charges or fees or the part thereof so measured or based shall be deemed to be included within Taxes. Taxes shall not include any income, capital levy, franchise, capital stock, gift, estate or inheritance tax. If an abatement or reduction in Taxes is obtained for any year of the Term during which Tenant has previously paid Tenant's Pro Rata Share of any Taxes, then Taxes for that year will be retroactively adjusted and Landlord shall provide Tenant with a credit, if any, based on Tenant's Pro Rata Share of the adjustment or Tenant shall pay Landlord the amount of Tenant's Pro Rata Share of any such increase in the Taxes within thirty (30) days after Tenant's receipt of a statement from Landlord.

**Section 4.5 Amenity Fee.** For and with respect to each Lease Year (or portion thereof) during the Term, Tenant shall pay a fee (an "**Amenity Fee**") in connection with the use, operation and maintenance of the enhanced interior and exterior common areas, meeting and community spaces and related tenant programming offered to tenants of the Building. The Amenity Fee payable by Tenant during the Term shall be as follows: [subject to adjustment based on finalized rentable area of Premises] (i) for and with respect to the first Lease Year, the Amenity Fee shall be payable at a per annum rate of \$16,425.00, payable in equal monthly installments of \$1,368.75; (ii) for and with respect to the second Lease Year, the Amenity Fee shall be payable at a per annum rate of \$16,917.75, payable in equal monthly installments of \$1,409.81; (iii) for and with respect to the third Lease Year, the Amenity Fee shall be payable at a per annum rate of \$17,425.28, payable in equal monthly installments of \$1,452.11; (iv) for and with respect to the fourth Lease Year, the Amenity Fee shall be payable at a per annum rate of \$17,948.04, payable in equal monthly installments of \$1,495.67; (v) for and with respect to the fifth Lease Year, the Amenity Fee shall be payable at a per annum rate of \$18,486.48, payable in equal monthly installments of \$1,540.54; (vi) for and with respect to the sixth Lease Year, the Amenity Fee shall be payable at a per annum rate of \$19,041.08, payable in equal monthly installments of \$1,586.76; (vii) for and with respect to the seventh Lease Year, the Amenity Fee shall be payable at a per annum rate of 19,612.31, payable in equal monthly installments of \$1,634.36; (viii) for and with respect to the eighth Lease Year, the Amenity Fee shall be payable at a per annum rate of \$20,200.68, payable in equal monthly installments of \$1,683.39; (ix) for and with respect to the ninth Lease Year, the Amenity Fee shall be payable at a per annum rate of \$20,806.70, payable in equal monthly installments of \$1,733.89; and (x) for and with respect to the tenth Lease Year, the Amenity Fee shall be payable at a per annum rate of \$21,430.90, payable in equal monthly installments of \$1,785.91. On or before the first (1<sup>st</sup>) day of each month of each Lease Year during the Term, Tenant shall pay to Landlord monthly installments on account of the Amenity Fee, without notice or demand.



**Section 4.6 Audit.** Each Statement sent to Tenant shall constitute an account stated between Landlord and Tenant and shall be conclusively binding upon Tenant unless Tenant (i) pays to Landlord when due the amount set forth in such Statement, without prejudice to Tenant's right to audit such Statement, and (ii) within one hundred eighty (180) days after such Statement is delivered, sends a written notice to Landlord objecting to such Statement. Tenant and all auditors, representatives, contractors, agents, and other third parties involved on behalf of Tenant in any review, audit or dispute concerning Expenses, Laboratory Expenses, or Taxes shall execute and deliver to Landlord a confidentiality agreement, in form and substance reasonably satisfactory to Landlord, whereby such parties agree not to disclose to any third party any of the information obtained in connection with such review. Tenant agrees that Tenant will not employ, in connection with any review, audit or dispute under this Lease, any person or entity who is to be compensated in whole or in part, on a contingency fee basis. If Tenant satisfies the foregoing conditions precedent, then Tenant may review or audit the Expenses, Laboratory Expenses or Taxes (as applicable) for the subject calendar year or Fiscal Year, as applicable. If the parties are unable to resolve any dispute as to the correctness of such Statement within thirty (30) days following the review or audit performed by Tenant, then either party may refer the issues raised by such review or audit to a nationally recognized public accounting firm selected by Landlord and reasonably acceptable to Tenant, and the decision of such accountants shall be conclusively binding upon Landlord and Tenant. Landlord shall not select an accounting firm with which either party has contracted with over the immediately preceding five (5) years. If said accountants shall determine that Tenant shall have made any payment in excess of the amount properly due hereunder, such excess amount shall be refunded to Tenant by Landlord promptly after said accountants shall have rendered their decision and if such accountants shall determine that Tenant shall have underpaid the amount properly due hereunder such under-payment shall be paid by Tenant to Landlord promptly after said accountants shall have rendered their decision. Tenant shall pay the fees and expenses relating to its audit, unless its accountants determine that Landlord overstated Expenses, Laboratory Expenses, or Taxes by more than five percent (5%) for such calendar year or Fiscal Year, as applicable, in which case Landlord shall pay the reasonable out-of-pocket fees and expenses incurred by Tenant. Landlord and Tenant shall split equally the fees of the third party auditor hired by Landlord and reasonably approved by Tenant to resolve the dispute. Except as provided in this Section 4.6, Tenant shall have no right whatsoever to dispute by judicial proceeding or otherwise the accuracy of any Statement.

**ARTICLE 5**  
**Compliance with Laws; Use**

**Section 5.1 Permitted Use.** The Premises shall be used only for the Permitted Use and for no other use, of any kind, whatsoever. Without limitation, Tenant shall not use or permit the use of the Premises (including, without limitation, the Tenant Materials Storage Area, the Rooftop Area and/or the Penthouse Area) for any purpose which is illegal, dangerous to persons or property or which, in Landlord's reasonable opinion, unreasonably disturbs any other tenants of the Building or interferes with the operation of the Building. From and after the delivery of the Premises to Tenant, Tenant shall cause the Premises to comply with all applicable Laws. In addition, Tenant shall, at its sole cost and expense, comply with all Laws regarding the operation of Tenant's business in the Premises and the use, condition, configuration and occupancy of the Premises, to the extent such obligations arise out of or result from (i) the specific manner and nature of Tenant's use or occupancy of the Premises, as distinct from general office and

laboratory use, (ii) Alterations made by Tenant, or (iii) a breach by Tenant of any provisions of this Lease. Without limitation of the foregoing, Tenant shall be solely responsible for procuring and complying at all times with any and all necessary permits and approvals directly or indirectly relating or incident to the conduct of its activities on the Premises, including without limitation any scientific activities, transportation, storage, handling, use and disposal of any chemical or biological substances or organisms and/or animals or laboratory specimens. Landlord will exercise commercially reasonable efforts to cooperate with the efforts of Tenant to obtain permits or approvals; provided, however, Landlord will not be required to incur any costs, expenses, liabilities or obligations in connection therewith. Promptly after receipt, Tenant shall provide Landlord with copies of any notices it receives regarding a violation or alleged violation by Tenant of any Laws. Without limitation, Landlord may elect, at any time and from time to time, to undertake greenhouse gas production monitoring and testing, including, without limitation, testing within the Premises. Tenant shall exercise good faith reasonable efforts to cooperate with all such testing activities.

**Section 5.2 Rules and Regulations.** Tenant shall comply with the rules and regulations of the Building attached to this Lease as Exhibit F as the same may be amended, modified or supplemented by Landlord from time to time, together with such other reasonable rules and regulations of general applicability adopted by Landlord from time to time (collectively, the “**Rules and Regulations**”). Nothing contained in this Lease shall impose upon Landlord any obligation to enforce the Rules and Regulations or terms, covenants or conditions in any other lease against any other tenant of the Building, and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its employees, agents, visitors or licensees, provided that Landlord shall enforce the Rules and Regulations against Tenant in a non-discriminatory fashion, except where differing circumstances justify different treatments. Notwithstanding anything to the contrary, in the event of a conflict between the Rules and Regulations and this Lease, the terms and conditions of this Lease shall control.

**Section 5.3 Hazardous Materials.**

(a) “**Hazardous Materials**” shall mean any substance which is or may hereafter be classified as a hazardous material, waste or substance under federal, state or local laws, rules and regulations, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251, et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq.; the Safe Drinking Water Act, as amended, 42 U.S.C. §300, et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. §2601, et seq.; the Federal Hazardous Substances Control Act, as amended, 15 U.S.C. §1261, et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. §651, et seq.; and Massachusetts General Laws, Chapters 21C, 21D and 21E; and the rules and regulations promulgated under any of the foregoing, as such laws, rules and regulations may be amended from time to time (collectively “**Hazardous Materials Laws**”). Landlord represents to Tenant that, as of the Effective Date, to its actual knowledge, there are no Hazardous Materials on the Property (including the Premises), excepting only such materials and substances as (i) are stored or used in accordance with all applicable Hazardous Materials Laws, and (ii) are ordinarily and customarily used or located in comparable first-class Buildings. Landlord agrees that if (x)

Hazardous Materials are discovered to have been in the Premises as of the Effective Date, and (y) as of the Effective Date such substances or materials were deemed pursuant to applicable Hazardous Materials Laws to constitute Hazardous Materials, then Landlord shall be solely responsible for the removal or remediation thereof in accordance with then-current industry customs and practices and all applicable Hazardous Materials Laws.

(b) **“Permitted Hazardous Materials”** shall mean the types of quantities of Hazardous Materials which are listed on the schedule of Tenant’s Hazardous Materials attached hereto as Exhibit H. Without limitation, all Hazardous Materials brought into the Premises by or on behalf of Tenant shall at all times be brought to, kept at or used in so-called ‘control areas’ and in accordance with all applicable Hazardous Materials Laws and prudent environmental practice and good scientific practice. Tenant shall not, without the prior written consent of Landlord, bring or permit to be brought to or kept at, in or on the Premises, any Hazardous Material (excepting only Permitted Hazardous Materials). Provided Landlord complies with the terms of Section 8.1 hereof, Landlord may elect, from time to time, to inspect the Premises for compliance with the terms of this Section 5.3. With respect to any Hazardous Materials brought or introduced by Tenant in or on the Premises, or kept at or in the Premises, Tenant shall (i) not permit any such Hazardous Materials to be discharged, to escape, be released or be disposed in or about the Premises, and (ii) within five (5) business days of Landlord’s reasonable request, provide evidence reasonably satisfactory to Landlord of Tenant’s compliance with all applicable Hazardous Materials Laws, including copies of all licenses, permits and registrations that have not been previously provided to Landlord. Without limiting the foregoing, Tenant hereby represents and warrants to Landlord that at no time during the Term will Tenant bring upon, or permit to be brought upon, the Premises any radioactive materials, of any kind, whatsoever. Tenant shall immediately notify Landlord of any release or discharge of any Hazardous Materials, or of any incident in, on or about the Premises that would require the filing of a notice or other filing with a governmental agency or authority pursuant to any Hazardous Materials Laws. Tenant shall be responsible for assuring that any laboratory uses are adequately and properly vented.

(c) Concurrent with the execution of this Lease, Tenant has completed and delivered to Landlord an Environmental Questionnaire (the **“Environmental Questionnaire”**) in the form attached to this Lease as Exhibit I. On or before each anniversary of the Commencement Date, Tenant shall submit to Landlord (x) an updated Environmental Questionnaire, and (y) an updated list of Hazardous Materials used or located in the Premises. Prior to bringing any Hazardous Materials into any part of the Premises, Tenant shall deliver to Landlord the following information with respect thereto: (a) a description of handling, storage, use and disposal procedures; (b) all disclosures and/or emergency response plans which Tenant has prepared, and all plans which Tenant is required to supply to any governmental agency or authority pursuant to any Hazardous Materials Laws; and (c) other information reasonably related thereto by Landlord. Tenant shall be responsible, at its sole cost and expense, for all disposal services with respect to Hazardous Materials generated, transported or used by Tenant. Such disposal services shall be performed by qualified and licensed contractors reasonably acceptable to Landlord and on a sufficiently frequent basis to ensure that the Premises are at all times kept neat, clean and free of Hazardous Materials except in the “control areas.” If any Law or the trash removal company requires that any substances be disposed of separately from ordinary trash, Tenant shall make arrangements, at Tenant’s sole cost and expense, for such disposal directly with a qualified and licensed disposal company, at a lawful disposal site.

(d) If any mortgagee or governmental authority requires testing to determine whether there has been any discharge or release of Hazardous Material(s) arising out of or resulting from the business operations of Tenant in the Premises, then Tenant shall reimburse Landlord upon demand, as Additional Rent, for the commercially reasonable third party out-of-pocket costs and expenses of such testing. If and to the extent any Hazardous Materials are released or discharged arising out of or resulting from the operations of Tenant in the Premises, then Tenant shall reimburse Landlord for all out of pocket costs incurred by Landlord as a result of such release or discharge, including Landlord's reasonable attorneys' fees and costs. All such amounts shall be payable by Tenant, as Additional Rent, within thirty (30) days after the delivery to Tenant of Landlord's invoice therefor. Tenant shall execute such affidavits, certifications and other commercially reasonable documents, as may be reasonably requested by Landlord from time to time concerning the presence of Hazardous Materials at, in or, on or under the Premises, and/or arising out of or resulting from the operations of Tenant in the Premises. From time to time during the term of this Lease, Tenant shall provide Landlord with such evidence of Tenant's compliance with the terms of this Section 5.3 as Landlord may reasonably request, which request shall not be made more frequently than one time per calendar year unless otherwise required by a governmental authority or Landlord has a good faith reasonable basis to believe that a release or discharge of a Hazardous Material has occurred at or upon the Premises. Landlord may elect, from time-to-time, at Landlord's cost and expense, to obtain a report or reports (each, a "**Landlord's Report**") addressed to Landlord by a licensed environmental engineer or certified industrial hygienist, setting forth the current condition of the Premises with respect to Tenant's use, storage and disposal of Hazardous Materials; provided, however, if Landlord's Report concludes that Tenant has failed to comply with the standards set forth in this Section 5.3, then Tenant shall reimburse Landlord for the costs of such Landlord's Report, upon demand, as Additional Rent, and Tenant shall correct such failure as expeditiously as possible.

(e) Prior to the Expiration Date or any early termination of this Lease, Tenant shall remove all Hazardous Materials from the Premises, and shall clean and decommission all interior surfaces (including all floors, walls, ceilings, and counters), piping, supply lines, waste lines and plumbing in or serving the Premises, and all exhaust or other ductwork in or serving the Premises; provided, however, if and to the extent that a qualified licensed environmental consultant or industrial hygienist (mutually acceptable to both Landlord and Tenant) certifies to Landlord that (x) the activities of Tenant have not generated Hazardous Materials which are present in the piping, supply lines, waste lines and/or plumbing serving the Premises, and (y) the cleaning of piping, supply lines, waste lines and/or plumbing serving the Premises is not necessary or advisable as a result of Tenant's activities in the Premises, then Tenant shall not be obligated to clean and decommission the respective piping, supply lines, waste lines and/or plumbing serving the Premises. Tenant shall provide to Landlord reasonably satisfactory evidence of the completion of such removal, cleaning and decommissioning not later than thirty (30) days after the Expiration Date or earlier termination of this Lease. Without limitation, such evidence may include, if requested by Landlord, a reasonably satisfactory report (a "**Decommissioning Report**") prepared by a qualified licensed environmental consultant or industrial hygienist (selected by Landlord and reasonably acceptable to Tenant), confirming such removal, cleaning and decommissioning, and setting forth in reasonable detail the clean-up measures, the clean-up locations, the tests run and the analytic results.

(f) Excepting only to the extent otherwise provided in M.G.L. Chapter 186, Section 15, Tenant hereby covenants and agrees to indemnify, defend and hold the Landlord and each of the Landlord Related Parties harmless from and against any and all claims against any of the Landlord or the Landlord Related Parties arising out of or resulting from any contamination of any part of the Property or other adjacent property, which contamination arises out or results from: (i) the presence, transport, discharge, release or disposal of Hazardous Materials arising out of or resulting from the operations of Tenant in the Premises, or (ii) from any breach by Tenant of its obligations under this Section 5.3. The foregoing indemnification of Landlord and the Landlord Related Parties by Tenant shall include, without limitation, all out of pocket costs and expenses incurred in connection with any review or investigation of site conditions, any cleanup, remedial, removal or restoration work, and/or any other response action required by any federal, state or local governmental agency.

(g) Any use or storage of Hazardous Materials by Tenant permitted pursuant to this Section 5.3 shall not exceed Tenant's Pro Rata Share (measured on a per floor basis) of similarly classed Hazardous Materials. Notwithstanding the foregoing to the contrary, in no event shall Tenant or anyone claiming by through or under Tenant perform work above the risk category Biosafety Level 2 as established by the Department of Health and Human Services ("DHHS") and as further described in the DHHS publication Biosafety in Microbiological and Biomedical Laboratories (5th Edition) (as it may be or may have been further revised, the "BMBL") or such comparable nationally recognized standards as Landlord may reasonable designate. Tenant shall comply with all applicable provisions of the standards of the BMBL to the extent applicable to Tenant's operations in the Premises.

(h) The obligations and liabilities of Tenant under this Section 5.3 shall survive the expiration or any earlier termination of this Lease.

**Section 5.4 Landlord's Compliance.** Landlord shall cause the Common Areas of the Building to comply with all applicable Laws to the extent that non-compliance (i) would materially impair Tenant's use and occupancy of the Premises for the Permitted Uses; or (ii) would adversely restrict Tenant's access to the Premises. Notwithstanding the foregoing, Landlord shall have the right to contest in good faith any alleged violation of applicable Laws, including the right to apply for and obtain a waiver or deferment of compliance, the right to assert any and all defenses allowed at law or in equity, and the right to appeal any decisions, judgments or rulings to the fullest extent permitted by law.

**Section 5.5 Additional Tenant Covenants.**

(a) Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, any electrical equipment which does not bear the U/L (Underwriters Laboratories) seal of approval, or which would overload the electrical system or any part thereof in excess of its capacity for proper, efficient and safe operation (as determined by Landlord in its reasonable discretion), taking into consideration the overall electrical system and the present and future requirements of the Building. All operators acting by or on behalf of Tenant who travel outside

lab space shall abide by the so-called one glove rule and remove lab coats. Tenant shall cause chemical lists and MSDS sheets to be readily available at the entrance to each lab area in the Premises. Tenant shall cause lab operators carrying any lab related materials to travel only within the Premises, and to and from the loading dock.

(b) No animals, animal waste, food or supplies shall be transported within the Building, except as provided in this Section 5.5(b). All deliveries of animals or animal food or supplies to Tenant at the Building shall be made prior to 8:00 a.m. No transportation of animals, animal waste, food or supplies within the Building shall occur between the hours of 11:00 a.m. and 1:00 p.m. All animals transported in the Common Areas shall be transported in an appropriate cage or other container so that no animals are visible and such container is labeled or marked in a manner which does not indicate that it contains an animal. At no time shall any animals, animal waste, food or supplies relating to the animals be brought into, transported through, or delivered to the lobby of the Building or be transported within the Building elevators other than the freight elevator.

(c) Tenant shall establish and maintain a chemical safety program administered by a licensed, qualified individual in accordance with the requirements of the MWRA, if applicable, and any other applicable governmental authority. Tenant shall be solely responsible for all costs incurred in connection with said chemical safety program. Tenant shall provide Landlord with such documentation as Landlord may reasonably require evidencing Tenant's compliance with the requirements of the MWRA Permit and any other applicable governmental authority with respect to such chemical safety program. Tenant shall not introduce any substances or materials into the pH neutralization system, if any, (x) which are in violation of the terms of the MWRA Permit, (y) which are in violation of applicable Laws, or (z) which would interfere with the proper functioning of the pH neutralization system.

(d) Tenant shall, at its sole cost and expense, (i) cause the Premises to be cleaned, in a manner reasonably satisfactory to Landlord, (ii) cause the Premises to be exterminated with such frequency and in such manner as to prevent the existence of vermin or other infestation, (iii) cause all portions of the Premises used for the storage, preparation or consumption of food or beverages, if any, to be cleaned daily in a manner reasonably satisfactory to Landlord, and (iv) cause Tenant's garbage and other refuse to be removed from the Premises, at such times and from such place as Landlord shall designate. Until removed, Tenant's garbage and trash shall be kept in a neat and orderly condition, properly bagged or in the case of packing boxes and cartons, securely tied, in such place designated by Landlord. Tenant shall cause its employees, agents, contractors and business visitors to observe such additional rules and regulations regarding rubbish removal and/or recycling as Landlord may, from time to time, reasonably impose. Without limiting the foregoing, if Tenant fails to perform the foregoing obligations, then Landlord may elect, to cause a contractor or contractors employed by Landlord to perform the same at Tenant's sole cost and expense, such payment to be Additional Rent payable by Tenant within thirty (30) days after rendition of a bill therefor by Landlord.

**ARTICLE 6**  
**Services to be Furnished by Landlord**

**Section 6.1 Services.** Landlord shall furnish Tenant with the following services: (a) cold and hot water for use in the base building bathrooms and cold or tepid water for use in any kitchenette areas in the Premises which have been approved by Landlord; (b) air flow for the operation by Tenant of the HVAC systems serving the Premises; (c) natural gas for the operation by Tenant of the boiler system serving the Premises; (d) passenger elevator service and, from and after the date that the Freight Elevator becomes operational, freight elevator service; (e) electricity, in accordance with the terms and conditions set forth in Section 6.2 and Exhibit K; (f) a dumpster at the Building for use by Tenant and other tenants for ordinary office waste (and not for Hazardous Materials); (g) building security services consistent with the security services customarily provided by landlords of first-class buildings in Cambridge, Massachusetts; and (h) such other services as Landlord reasonably determines from time to time are necessary or appropriate for the Property. Notwithstanding the forgoing or any other provision contained in this Lease, in no event shall Tenant use electricity, gas, water or any other utilities in excess of the respective per floor limitations and capacities set forth on the Utility Capacity Matrix attached to this Lease as Exhibit K. Tenant shall pay, as Additional Rent, for all utilities furnished to or used within the Premises, including, without limitation, air flow, electricity, water, gas and any other utility usage. Tenant will install separate meters to measure air flow, electricity, water, gas and all other utilities used and consumed in the Premises. Said separate meters may be a submeter, or a check meter. Any meter so installed may, at Landlord's option, be a "smart meter." Tenant shall pay to Landlord, as Additional Rent, all fees and charges for such utilities provided to the Premises, based on the amounts shown on each such meter plus any fee applicable for reading, maintaining and/or replacing said meter. The rates to be paid by Tenant to Landlord for such utilities shall be with no mark-up by or profit to Landlord. Upon request by Landlord, Tenant shall report to Landlord Tenant's usage as measured by said meters. Notwithstanding anything to the contrary contained herein, if any meter(s) is (or are) not installed or in good working order, then Tenant shall pay to Landlord, as Additional Rent, the charges for Landlord's reasonable estimate of Tenant's usage of the utility until the applicable meter(s) is (or are) installed or repaired and in good working order.

**Section 6.2 Electricity.** Landlord shall furnish and Tenant shall redistribute electrical service to or for the use of Tenant in the Premises. From and after the Commencement Date, Tenant shall pay to Landlord, as Additional Rent, an annual charge for electricity consumption in the Premises (the "**Tenant Electricity Charge**") based on the submeter or check meter installed in the Premises, in advance, on the first day of each calendar month during the Term. The rate to be paid by Tenant for electricity shall be at no mark-up. Tenant shall, at Tenant's sole cost and expense, maintain and keep in good order, condition and repair the metering equipment used to measure electricity furnished to the Premises and any equipment exclusively serving the same. Tenant's use of electrical service shall not exceed, either in voltage, rated capacity or overall load, the capacity set forth in the Utility Capacity Matrix attached to this Lease as Exhibit K.

**Section 6.3 Service Interruptions.** Landlord reserves the right to suspend or interrupt any service when necessary, by reason of Force Majeure, accidents or emergencies, or for alterations or improvements to the Property which, in Landlord's reasonable judgment, is necessary or appropriate until such Force Majeure event, accident or emergency shall cease or

such alterations or improvements are completed, and Landlord shall not be liable for any such suspension or interruption of services. Landlord shall use reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises for the Permitted Use as a result of any such suspension or interruption of service. The exercise of any such right or the occurrence of any such failure by Landlord shall not constitute an actual or constructive eviction, in whole or in part, or, except as expressly set forth in Section 6.4 below, entitle Tenant to any compensation, abatement or diminution of Rent, relieve Tenant from any of its obligations under this Lease, or impose any liability upon Landlord or Landlord's Agent by reason of inconvenience to Tenant, or interruption of Tenant's business, or otherwise. Landlord shall not be liable in any way to Tenant for any failure, defect or interruption of, or change in the supply, character and/or quantity of electric service furnished to the Premises for any reason except only to the extent caused by the gross negligence or willful misconduct of Landlord.

**Section 6.4 Essential Service Interruptions; Freight Elevator Service Interruptions.** If Tenant is unable despite its good faith commercially diligent efforts to use the Premises for the ordinary conduct of Tenant's business due solely to an interruption of an Essential Service (as hereinafter defined) which Landlord is required to provide hereunder, other than as a result of casualty or condemnation and/or Force Majeure, and such condition continues for a period of longer than seven (7) consecutive Business Days after Tenant furnishes a notice to Landlord (the "**Essential Service Abatement Notice**") identifying the condition and Essential Service which has been interrupted and stating that Tenant's inability to use the Premises is solely due to such condition, provided that (i) Tenant does not actually use or occupy the Premises during such seven (7) consecutive Business Day period, and (ii) such condition has not resulted from the negligence or misconduct of Tenant or any subtenants or occupants of the Premises, and/or their respective agents, contractors, subcontractors, employees, invitees or licensees, then Rent shall be abated on a per diem basis for the period (the "**Essential Service Abatement Period**") commencing on the eighth (8th) Business Day after Tenant delivers the Essential Service Abatement Notice to Landlord and ending on the earlier of (x) the date Tenant reoccupies the Premises, or (y) the date on which such condition is substantially remedied. "**Essential Service**" shall mean the following services, but only to the extent that Landlord is required to provide such services to Tenant pursuant to the terms of this Lease and if not provided the absence of such service shall materially and adversely affect the use of the Premises for the ordinary conduct of Tenant's business: HVAC service; electrical service; passenger elevator service; water and sewer service, the PH neutralization system, and the tepid water system.

If, after the Freight Elevator Operation Date, Tenant is unable despite its good faith commercially diligent efforts to use the Premises for the ordinary conduct of Tenant's business due solely to an interruption of the operation of the Freight Elevator, other than as a result of casualty or condemnation and/or Force Majeure, the absence of such Freight Elevator service materially and adversely affects the use of the Premises for the ordinary conduct of Tenant's business, and such condition continues for a period of longer than nine (9) consecutive Business Days after Tenant furnishes a notice to Landlord (the "**Freight Elevator Service Abatement Notice**") stating that Tenant's inability to use the Premises is solely due to such condition, provided that (i) Tenant does not actually use or occupy the Premises during such nine (9) consecutive Business Day period, and (ii) such condition has not resulted from the negligence or misconduct of Tenant or any subtenants or occupants of the Premises, and/or their respective



agents, contractors, subcontractors, employees, invitees or licensees, then Rent shall be abated on a per diem basis for the period (the “**Freight Elevator Abatement Period**”) commencing on the tenth (10th) Business Day after Tenant delivers the Freight Elevator Abatement Notice to Landlord and ending on the earlier of (x) the date Tenant reoccupies the Premises, or (y) the date on which such condition is substantially remedied.

The foregoing rent abatements shall be the sole and exclusive remedies of Tenant on account of such interruption or lack of service and Landlord shall have no further liabilities or obligations to Tenant on account thereof.

**Section 6.5 No Other Services.** Except as otherwise expressly provided in this Article 6, Landlord shall not be required to furnish any other services to the Premises. The obligations of Landlord which are set forth in this Article 6 shall be subject to Force Majeure and to the terms and conditions of this Lease, including Articles 13 and 14.

**Section 6.6 Conservation Requirements.** (a) Notwithstanding the foregoing, the services and utilities to be provided by Landlord under this Lease, and the obligations and responsibilities of Landlord in connection therewith, shall be subject to such energy, water or other conservation controls, limitations, or requirements (whether mandatory or voluntary) of general applicability to comparable mixed-use office and laboratory buildings imposed or issued by applicable governmental agencies or authorities, or public utilities or insurance carriers, including, without limitation, controls, limitations or requirements concerning the permitted range of temperature settings or imposing limitations or restrictions on the volume of energy consumption; provided the same shall not materially and adversely interfere with Tenant’s use of the Premises for the Permitted Use. If and to the extent required to comply with such energy, water or other conservation controls, limitations, or requirements (whether mandatory or voluntary) of general applicability to comparable office buildings issued by applicable governmental agencies or authorities, or public utilities or insurance carriers, Landlord shall not be deemed in violation of the terms and conditions of this Lease for the duration of such controls or requirements and the compliance by Landlord with such controls, limitations, or requirements shall not be considered an eviction, actual or constructive, of Tenant from the Premises and shall not entitle Tenant to terminate this Lease or to an abatement or reduction of any rent payable hereunder. Notwithstanding the foregoing, as to any such controls, limitations, or requirements that are voluntary rather than mandatory, the exculpation afforded by the foregoing clauses shall not be applicable unless comparable first-class mixed-use office and laboratory buildings in the city in which the Building is located have generally instituted similar controls, limitations, or requirements.

(b) Landlord shall provide and install bulbs and tubes for Building standard lighting fixtures within the Premises and replacement tubes for such lighting, and the cost of such bulbs and tubes, together with the costs for replacement bulbs and tubes in the premises of other tenants of the Building, shall be included in Expenses; provided, however, (x) the cost of replacement of any specialty bulbs or tubes installed by Landlord at Tenant’s request and the costs of ballasts replaced by Landlord in the Premises shall be paid by Tenant as Additional Rent, and (y) the cost of replacement of specialty bulbs or tubes of other tenants or ballasts replaced in other premises shall not be included in Expenses. Notwithstanding the foregoing, Landlord may elect to cease generally providing replacement of standard bulbs and tubes for

tenants of the Building, in which event Tenant shall pay Landlord for such replacements as it requests as Additional Rent and the cost of replacements for Tenant and other tenants of the Building shall cease to be included in Expenses.

## **ARTICLE 7**

### **Repairs and Alterations**

**Section 7.1 Tenant's Repair Obligations.** Tenant shall, at its sole cost and expense, promptly perform all maintenance and repairs in and to the Premises (excepting only such repairs and maintenance that are the obligation of Landlord pursuant to the express provisions of this Lease), in order to keep the Premises in good condition and repair, reasonable wear and tear and damage by reason of casualty excepted. Tenant's repair and maintenance obligations shall include, without limitation, maintaining and repairing the following: (1) floor coverings; (2) interior partitions; (3) doors; (4) the interior side of demising walls; (5) telecommunication, electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant and located in the Premises or in the walls or above the finished ceiling of the Premises; (6) any heating, ventilation and air conditioning systems that are located within and/or exclusively serving the Premises, including, without limitation, supplemental air conditioning units, private showers, kitchens, hot water heaters, plumbing, and similar facilities serving the Premises exclusively; and (7) Alterations made by or on behalf of Tenant. If Tenant fails to maintain or repair the Premises and such failure continues for more than fifteen (15) days after notice from Landlord, then Landlord may elect to perform such maintenance and repairs. In such event, Tenant shall reimburse Landlord, as Additional Rent, for all costs and expenses incurred by Landlord within thirty (30) days after receipt of an invoice therefore.

**Section 7.2 Landlord's Repair Obligations.** Landlord shall keep and maintain in good repair and working order the following: (1) the structural elements of the Building; (2) the mechanical, electrical, plumbing, sanitary, sprinkler, heating, ventilation and air conditioning, security, life-safety, elevator and other service systems or facilities of the Building up to the point of connection of localized distribution to the Premises (collectively, the "**Building Systems**"); (3) the Common Areas; (4) the roof of the Building; (5) the exterior windows and doors of the Building; (6) the elevators serving the Building (including, from and after the date Landlord delivers the Freight Elevator, the Freight Elevator), and (7) if applicable, from and after the date Landlord installs the Lift Station in the Premises, the Lift Station.

### **Section 7.3 Alterations.**

(a) Tenant shall not make or perform any alterations, additions or improvements (collectively, "**Alterations**") in or to the Premises without first obtaining the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld or delayed; provided, however, Landlord's prior consent shall not be required for any Alteration that satisfies all of the following criteria (a "**Cosmetic Alteration**"): (1) is of a cosmetic nature such as painting, wallpapering, hanging pictures, and installing carpeting; (2) is not visible from the exterior of the Premises or Building; and (3) will not adversely affect the Building Systems, Common Areas or structure of the Building. Tenant shall give Landlord not less than five (5) Business Days' notice prior to performing any Cosmetic Alteration, which notice shall contain a description of such Cosmetic Alteration along with such plans and specifications, if any,

prepared in connection therewith. Without limiting the foregoing, all such Cosmetic Alterations shall be subject to all of the terms and conditions of this Section 7.3. Prior to making any Alterations, Tenant, at its expense, shall (i) excepting only for Cosmetic Alterations, submit to Landlord for its approval, detailed plans and specifications (“**Plans**”) for such proposed Alteration, and with respect to any Alteration affecting any Building System, evidence that the proposed Alteration has been designed by, or reviewed and approved by, Landlord’s designated engineer for the affected Building System, (ii) obtain all permits, approvals and certificates required by any Governmental Authorities for the proposed Alteration, and furnish copies thereof to Landlord, (iii) furnish to Landlord duplicate original policies or certificates of worker’s compensation insurance (covering all persons to be employed by Tenant, and Tenant’s contractors and subcontractors in connection with such Alteration) and commercial general liability (including property damage coverage) insurance and Builder’s Risk coverage, all in such form, with such companies, for such periods and in such amounts as Landlord may reasonably require, naming Landlord, Landlord’s Agent, any Lessor and any Mortgagee as additional insureds, and (iv) furnish to Landlord reasonably satisfactory evidence of Tenant’s ability to complete and to fully pay for such Alterations.

(b) Tenant shall obtain all building permits and other approvals required by applicable Laws for all Alterations. In addition, Tenant shall, as and when required, promptly obtain certificates of approval of such Alterations as and to the extent required by any governmental authority. Not later than thirty (30) days after issuance of such permits or approvals, Tenant shall deliver copies thereof to Landlord. In addition, not later than thirty (30) days after completion of the respective Alteration, Tenant shall deliver “as-built” Plans for such Alterations prepared on an AutoCAD Computer Assisted Drafting and Design System (or such other system or medium as Landlord may reasonably require), using such naming conventions as Landlord may reasonably require, and computer media of such record drawings and specifications in a format acceptable to Landlord.

(c) All Alterations shall be performed (a) in a good and workmanlike manner and free from defects, (b) excepting only with regard to Cosmetic Alterations, substantially in accordance with the Plans approved by Landlord, (c) by contractors, subcontractors, engineers and vendors approved by Landlord, and (d) in compliance with all Laws, the terms of this Lease and all construction rules, procedures and regulations adopted from time-to-time by Landlord. Landlord’s current construction rules and regulations are attached hereto as Exhibit N. All materials and equipment shall be of first quality and at least equal to the then-applicable standards for the Building adopted from time-to-time by Landlord, and no such materials or equipment (other than Tenant’s Property) shall be subject to any lien or other encumbrance. Upon request, Landlord will provide Tenant with a list of pre-approved contractors.

(d) Tenant (at its cost) shall (a) install and maintain occupancy sensors on all overhead light fixtures so that they automatically switch off when an area is unoccupied, and (b) install and maintain occupancy sensors on all built-in or fixed task lighting fixtures so that they automatically switch off when an area is unoccupied. Such sensors may be installed with manual overrides for areas that are customarily occupied, such as individual offices and conference rooms.

(e) Tenant, at its expense, shall discharge and release any lien, encumbrance, or charge recorded or filed against the Building and/or the Property in connection with any work performed or claimed to have been performed by or on behalf of Tenant, or materials or services furnished or claimed to have been furnished to, Tenant, within fifteen (15) days after Tenant's receipt of notice thereof. Such discharge shall be affected by discharge whether by payment or filing of a bond in accordance with applicable Laws. If Tenant fails to do so, Landlord may bond, insure over or otherwise discharge the lien. In such event, Tenant shall reimburse Landlord, as Additional Rent, on demand, for all costs and expenses incurred by Landlord, including, without limitation, bonding costs and reasonable attorneys' fees.

(f) Tenant shall not employ, or permit the employment of, any contractor, mechanic or laborer, or permit any materials to be delivered to or used in the Premises and/or the Building, if, in Landlord's sole judgment, such employment, delivery or use will interfere or cause any conflict with other contractors, mechanics or laborers engaged in the construction, maintenance or operation of the Building and/or the Building by Landlord, Tenant or others. If such interference or conflict occurs, upon Landlord's request, Tenant shall cause all contractors, mechanics or laborers causing such interference or conflict to leave the Building immediately.

(g) Tenant shall reimburse Landlord, within thirty (30) days after delivery of an invoice therefor, for all commercially reasonable third party out-of-pocket costs actually incurred by Landlord in connection with Alterations performed by or on behalf of Tenant from time-to-time during the Term of this Lease, including costs incurred in connection with (a) Landlord's review of Plans (including review of requests for approval thereof) and/or supervision of performance of the Alteration, and (b) the provision of Building personnel during the performance of any Alteration other than during Normal Business Hours, to operate elevators or otherwise to facilitate Tenant's Alterations. In addition, if any Alterations proposed by Tenant require Tenant to obtain a building permit, then Tenant shall pay to Landlord or Landlord's managing agent, a construction supervision fee equal to three percent (3%) of the total project cost in connection therewith. At Landlord's request, Tenant shall deliver to Landlord reasonable supporting documentation evidencing the hard and soft costs incurred by Tenant in designing and constructing any Alterations.

(h) Tenant shall provide notice to Landlord prior to moving any heavy machinery, heavy equipment, freight, bulky matter or fixtures into or out of the Building and shall pay to Landlord any third-party out-of-pocket costs actually incurred by Landlord in connection therewith. If such equipment requires special handling, Tenant agrees (a) to employ only persons holding all necessary licenses to perform such work, (b) all work performed in connection therewith shall comply with all applicable Laws, and (c) such work shall be done only during hours designated by Landlord. Notwithstanding the foregoing, Landlord shall coordinate and manage any oversized ordinary and customary deliveries to the Premises (consistent with first class office and laboratory use) that require use of a scissor lift, telescoping fork lift or crane (any of the foregoing, a "**Vertical Lift**") in lieu of using the elevators of the Building, subject to Landlord's reasonable rules and regulations. Prior to the date the Freight Elevator becomes operational, if the items to be delivered to the Premises will not fit in the existing elevators in the Building, then there shall be no additional charge to Tenant in connection with the use of a Vertical Lift. After the Freight Elevator becomes operational, Tenant shall pay to Landlord, as Additional Rent, all costs and expenses of any deliveries to the Premises using a Vertical Lift.

(i) The approval of Plans, or consent by Landlord to the making of any Alterations, shall not constitute Landlord's representation that such Plans or Alterations comply with any Laws. Landlord shall not be liable to Tenant or any other party in connection with Landlord's approval of any Plans, or Landlord's consent to Tenant's performing any Alterations. If and to the extent arising out of or resulting from any Alterations made by or on behalf of Tenant, Landlord is required by an order or directive of a governmental authority to make any alterations or improvements to any part of the Building and/or the Building in order to comply with an applicable Requirement, Tenant shall pay, as Additional Rent, all costs and expenses incurred by Landlord in connection with such alterations or improvements.

(j) In connection with the performance of any Alterations, Tenant (or Tenant's contractor) shall develop and implement an indoor air quality management plan for the construction and preoccupancy phases of the Building and the Premises (the "**Construction Indoor Air Quality Management Plan**"). All Alterations performed by or on behalf of Tenant shall meet or exceed the requirements set forth in the Construction Indoor Air Quality Management Plan. During any construction, Tenant shall cause all of its contractors and subcontractors to, at a minimum, satisfy the following requirements: (a) satisfy the then-applicable standards and requirements outlined by the Sheet Metal and Air Conditioning National Contractors' National Association (SMACNA) "Indoor Air Quality Guidelines for Occupied Buildings under Construction, 2nd Edition 2007, ANSI/SMACNA 008-2008" (Chapter 3); (b) in the event air handlers are used during construction, use MERV 8 filtration media at each return air grill as determined by ASHRAE 52.2-1999; (c) replace all filtration media prior to occupancy; and (d) protect stored on-site and installed absorptive materials from moisture damage.

(k) In connection with the performance of any Alterations, Tenant (or Tenant's contractor) shall develop and implement a construction waste management plan that identifies materials to be diverted from disposal and whether the materials will be sorted on-site or commingled. Such construction waste management plan must require, at a minimum, that Tenant or Tenant's contractor recycle and/or salvage at least 75% of construction, demolition and packing debris by volume.

(l) In connection with the performance of any Alterations, Tenant (or Tenant's contractor) shall use products meeting the following criteria: (a) adhesives, sealants and sealant primers that do not exceed VOC content limits of South Coast Air Quality Management District Rule #1168 and aerosol adhesives that do not exceed VOC content limits of Green Seal Standard GC-36; (b) interior paints and coatings that meet "Topcoat Paints: Green Seal Standard GS-11, Paints," "Anti-Corrosive and Anti-Rust Paints: Green Seal Standard GS-03, Anti-Corrosive Paints" and "All Other Architectural Coatings, Primers and Undercoats: South Coast Air Quality Management District Rule 1113, Architectural Coatings;" (c) non-carpet finished flooring that is FloorScore-certified; (d) carpet that meets the CRI Green Label Plus testing program, is 100% recyclable and contains at least 50% recycled content; (e) carpet padding that meets the CRI Green Label testing and product requirements, is 100% recyclable and contains at least 50% recycled content; and (f) carpet adhesive that has less than 50g/L VOC.

**Section 7.4 Floor Load.** Tenant shall not place a load upon any floor of the Premises that exceeds the maximum designated floor load. Landlord reserves the right to reasonably designate the position of all equipment which Tenant wishes to place within the Premises, and to place limitations on the weight thereof. The maximum designated floor load within the Premises is one hundred (100) pounds per square foot (live load).

**Section 7.5 Specialty Alterations; Tenant's Property.** "Specialty Alterations" shall mean Alterations which are not standard office installations such as kitchens (excepting kitchenette and pantry areas), executive bathrooms, raised computer floors, computer room installations, supplemental HVAC equipment, safe deposit boxes, vaults, libraries or file rooms requiring reinforcement of floors, internal staircases, slab penetrations, conveyors, dumbwaiters, print rooms and model shops, and other Alterations of a similar character. Upon the expiration or earlier termination of the Term of this Lease, Tenant shall remove all Specialty Alterations installed by or on behalf of Tenant. Cosmetic Alterations shall not be considered to be Specialty Alterations and will not be required to be removed by Tenant on the expiration or earlier termination of this Lease. Without limiting the foregoing, concurrent with the review of the applicable Plans (including the Plans for the Initial Installations), Landlord will notify Tenant as to which of the proposed Alterations constitute Specialty Alterations which Tenant will be required to remove at the expiration of the Term, provided that Tenant shall include the following legend in capitalized and bold type displayed prominently on the top of the first page of Tenant's notice delivered concurrently with such Plans: **"LANDLORD SHALL NOTIFY TENANT AT THE TIME LANDLORD APPROVES THESE PLANS AND SPECIFICATIONS AS TO WHICH ALTERATIONS SHOWN THEREON ARE SPECIALTY ALTERATIONS WHICH MAY BE REQUIRED TO BE REMOVED AT THE END OF THE TERM OF THE LEASE."** In addition, Tenant shall repair all damage caused by the installation or removal of any Alterations. If Tenant fails to remove any Specialty Alterations or to perform such repairs in a timely manner, then Landlord, at Tenant's expense, may remove and dispose of the Specialty Alterations and/or perform the required repairs. In such event, within thirty (30) days after receipt of an invoice, Tenant shall reimburse Landlord, as Additional Rent, for the reasonable out-of-pocket costs incurred by Landlord in connection therewith. Without limitation, Tenant shall remove all trade fixtures, furniture, equipment and other personal property of Tenant (collectively, **"Tenant's Property"**), including, without limitation, all Rooftop Equipment, Tenant's Generator, and all Penthouse Equipment upon the expiration or earlier termination of the Term of this Lease.

## **ARTICLE 8**

### **Entry by Landlord**

#### **Section 8.1 Entry.**

(a) Landlord may enter the Premises at any time and from time to time to inspect or show the Premises, to clean and make repairs to the Premises, and to conduct or facilitate repairs, alterations or additions to the Premises and/or the Building. Except in emergencies or to provide customary services, Landlord shall provide Tenant with reasonable prior notice of entry into the Premises, which may be given orally. Landlord, Landlord's agents and contractors may erect, use and maintain concealed ducts, pipes, and conduits in and through the Premises provided such use does not cause the usable area of the Premises to be reduced beyond a de minimis amount.

Landlord shall promptly repair any damage to the Premises caused by any work performed pursuant to this Article 8. Landlord, Landlord's agents and any other party designated by Landlord and their respective agents shall have the right to enter the Premises at all reasonable times, upon reasonable notice (which notice may be oral) except in the case of emergency, to examine the Premises, to show the Premises to prospective purchasers, mortgagees, investors and/or tenants of other laboratory space in the Building, and their respective agents and representatives or others, and to perform repairs or Alterations in or to the Premises or the Building and during the twelve (12) months preceding the Expiration Date, to prospective tenants of the Premises and their respective agents and representatives.

(b) Any such entry by Landlord shall not constitute constructive eviction or entitle Tenant to an abatement or reduction of Rent or any other remedy. All parts (except surfaces facing the interior of the Premises) of all walls, windows and exterior doors bounding the Premises, all balconies, terraces and roofs adjacent to the Premises, all space in or adjacent to the Premises used for shafts, stacks, stairways, conduits and other mechanical facilities are not part of the Premises, and Landlord shall have the use thereof and access thereto through the Premises for the purposes of operation, maintenance, alteration and repair of the Building.

(c) Notwithstanding the foregoing, Tenant, at its sole cost and expense may designate one or more areas of the Premises to be "**Secure Areas**" (i.e., portions of the Premises to which Landlord shall not have a right of entry or access during the Term of this Lease without an Escort (as hereinafter defined) (except as otherwise provided below). Tenant may, from time to time, exercise its right to designate Secure Areas by delivering to Landlord, for Landlord's prior written approval, a plan showing the location of any such Secure Areas. Landlord will not unreasonably withhold, condition or delay such consent. If Landlord intends to access a Secure Areas in a non-emergency situation, Landlord shall contact Tenant, and Landlord and Tenant shall arrange a mutually agreed upon time for Landlord to have such access. In such event, Landlord shall be accompanied by an employee of Tenant or a party designated by Tenant (the "**Escort**"). Tenant shall make an Escort available to Landlord during Normal Business Hours. At all times during such access to a Secure Area, Landlord shall comply with all reasonable security measures of the Tenant pertaining to the Secure Areas. If an emergency representing an imminent risk of injury to persons or material property damage in the Building or the Premises, including, without limitation, a suspected fire or flood, requires Landlord to gain access to the Secure Areas, Landlord may enter the Secure Areas without an Escort. If practicable under the circumstances, Landlord shall immediately notify Tenant (which may be oral notification) and request that Tenant make an Escort available to Landlord if time permits, and if Tenant shall not make an Escort available to accompany Landlord, then Tenant hereby authorizes Landlord to enter the Secure Areas forcibly or with a master key, and to enter without an Escort. In any such event, except (subject to Section 12.1 of this Lease) to the extent caused by Landlord's negligence or willful misconduct, Landlord shall have no liability whatsoever to Tenant, and Tenant shall pay all reasonable expenses incurred by Landlord in repairing or reconstructing any entrance, corridor or door to the Secure Area damaged as a result of a forcible entry by Landlord.

(d) In connection with any such entry to the Premises, Landlord shall exercise commercially reasonable efforts to minimize the disruption to the usual and customary business operations of Tenant in the Premises.

(e) Landlord reserves the right at any time and from time to time to change the name(s), number(s) or designation(s) by which the Building and/or the Property is (or are) commonly known.

## **ARTICLE 9**

### **Assignment and Subletting**

**Section 9.1 No Assignment, Sublease.** Tenant shall not assign, mortgage, pledge, encumber, or otherwise transfer this Lease, whether by operation of law or otherwise, and shall not sublet, or permit, or suffer the Premises or any part thereof to be used or occupied by others (whether for desk space, mailing privileges or otherwise) (collectively or individually, a “**Transfer**”) without the prior written consent of Landlord in each instance. If, without Landlord’s consent, a Transfer of this Lease occurs, or any part of the Premises is sublet or occupied by anyone other than Tenant, or this Lease is encumbered (by operation of law or otherwise), then Landlord may collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the Rent herein reserved. No such collection shall be deemed a waiver of the provisions of this Article 9, an acceptance of the assignee, subtenant or occupant as tenant, or a release of Tenant from the performance of Tenant’s covenants hereunder, and in all cases Tenant shall remain fully liable for its obligations under this Lease. Landlord’s consent to any Transfer shall not relieve Tenant from the obligation to obtain Landlord’s consent to any further Transfer. In no event shall any permitted subtenant assign or encumber its sublease or further sublet any portion of its sublet space, or otherwise suffer or permit any portion of the sublet space to be used or occupied by others, without the express prior written consent of Landlord in each instance. Any attempted Transfer in violation of this Section may be voidable by Landlord. In no event shall any Transfer, including a Permitted Transfer, release or relieve Tenant from any obligation under this Lease.

**Section 9.2 Recapture Notice.** If Tenant desires to assign this Lease or sublet all or any portion of the Premises, then prior to offering the Premises for rent, or listing the Premises (or any part thereof) with a broker, or showing the Premises to a prospective assignee or subtenant, Tenant shall give notice (“**Tenant’s Assignment/Sublease Notice**”) thereof to Landlord, which shall be accompanied by (a) with respect to an assignment of this Lease, the date Tenant desires the assignment to be effective, and (b) with respect to a sublet of all or a part of the Premises, a description of the portion of the Premises to be sublet, the proposed commencement date and expiration date of such sublease and the rent per rentable square foot Tenant will ask for the Premises or such portion of the Premises (“**Tenant’s Asking Rate**”). Such Tenant’s Assignment/Sublease Notice shall be deemed an irrevocable offer from Tenant to Landlord of the right, at Landlord’s option, if the proposed transaction is either (x) an assignment of this Lease, or (y) a subletting of seventy-five percent (75%) or more of the rentable square footage of the Premises for seventy-five percent (75%) or more of the then-remaining Term of this Lease, to terminate this Lease with respect to the entire Premises. Such option may be exercised by notice (a “**Recapture Notice**”) from Landlord to Tenant within thirty (30) days after delivery of Tenant’s Assignment/Sublease Notice. If Landlord exercises its option to terminate all or a portion of this Lease pursuant to the provisions of this Section 9.2, (a) this Lease shall end and expire with respect to all or a portion of the Premises, as the case may be, on the date that such assignment or sublease was to commence, provided that such date is in no event earlier than sixty (60) days after the date of the Tenant’s Assignment/Sublease Notice



unless Landlord agrees to such earlier date, (b) Rent shall be apportioned, paid or refunded as of such date, (c) upon Landlord's request, Tenant shall enter into an amendment of this Lease ratifying and confirming such total or partial termination, and setting forth any appropriate modifications to the terms and conditions of this Lease as a result thereof, and (d) Landlord may elect, in its discretion, to lease the Premises (or any part thereof) to Tenant's prospective assignee or subtenant.

### **Section 9.3 Consent to Assignment/Subletting.**

(a) If Landlord does not exercise Landlord's termination option provided under Section 9.2, then Landlord shall respond to a request for consent to a proposed sublease or assignment not more than fifteen (15) days after delivery to Landlord of the following: (i) a copy of the proposed assignment agreement or sublease agreement (as applicable), (ii) a complete statement reasonably detailing the identity of the proposed assignee or subtenant (a "**Transferee**"), the nature of its business and its proposed use of the Premises, (iii) current financial information with respect to the Transferee, including its most recent financial statements, and (iv) such other information Landlord as may reasonably request. Provided that no Event of Default then exists, Landlord's consent to the proposed assignment or subletting shall not be unreasonably withheld if the following conditions are satisfied:

(i) in Landlord's reasonable judgment, the proposed Transferee is engaged in a business or activity, and the Premises will be used in a manner, which (1) is in keeping with the then standards of the Building, (2) is for the Permitted Uses, and (3) does not violate any restrictions set forth in this Lease, any mortgage or superior lease or any negative covenant as to use of the Premises required by any other lease in the Building;

(ii) the Transferee is reputable with sufficient financial means to perform all of its obligations under this Lease or the sublease, as the case may be;

(iii) if Landlord has, or reasonably expects to have within three (3) months thereafter, comparable space available in the Building or either of the Other Buildings, neither the Transferee nor any person or entity which, directly or indirectly, controls, is controlled by, or is under common control with, the Transferee is then an occupant of the Building or either of the Other Buildings;

(iv) the Transferee is not a person or entity (or a subsidiary or parent company of a person or entity) with whom Landlord is then or has been within the prior four (4) months negotiating in connection with the rental of space in the Building;

(v) there shall be not more than two (2) subtenants (excluding Occupants (as hereinafter defined) in the Premises;

(vi) Tenant shall not publicly list the Premises to be sublet at a proposed sublease rental rate which is less than ninety percent (90%) of the fixed rent of which Landlord is then offering to lease other space in the Building;

(vii) the Transferee shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity, regardless of whether the Transferee agrees to waive such diplomatic or sovereign immunity, and shall be subject to the service of process in, and the jurisdiction of the courts of, the Commonwealth of Massachusetts; and

(viii) the Transferee is not a Prohibited Person (as hereinafter defined).

(b) With respect to each sublease or assignment proposed by Tenant:

(i) the form of the proposed assignment or sublease shall be reasonably satisfactory to Landlord;

(ii) no sublease shall be for a term ending later than one day prior to the Expiration Date; and

(iii) no Transferee shall take possession of any part of the Premises, until an executed counterpart of such sublease or assignment has been delivered to Landlord and approved by Landlord as provided in Section 9.3(c).

If an Event of Default occurs prior to the effective date of such assignment or subletting, then Landlord's consent thereto, if previously granted, shall be immediately deemed revoked without further notice to Tenant, and if such assignment or subletting would have been permitted without Landlord's consent pursuant to Section 9.5, such permission shall be void and without force and effect;

(c) each sublease shall be subject and subordinate to this Lease and to the matters to which this Lease is or shall be subordinate. Tenant and each Transferee shall be deemed to have agreed that upon the occurrence and during the continuation of an Event of Default hereunder, Tenant has hereby assigned to Landlord, and Landlord may, at its option, accept such assignment of, all right, title and interest of Tenant as sublandlord under such sublease. If this Lease terminates prior to the Expiration Date, then such sublease shall terminate and expire concurrent therewith; provided, however, if Landlord elects, in its sole and unfettered discretion, by express written notice to such Transferee, to recognize said sublease, then notwithstanding the termination of this Lease, the sublease shall remain in effect as a direct lease between Landlord and the Transferee, and such Transferee shall attorn to Landlord pursuant to the then executory provisions of such sublease, except that Landlord shall not be (A) liable for any previous act or omission of Tenant under such sublease, (B) subject to any counterclaim, offset or defense which theretofore accrued to such Transferee against Tenant, (C) bound by any previous modification of such sublease not consented to by Landlord or by any prepayment of more than one month's rent, (D) bound to return such Transferee's security deposit, if any, except to the extent Landlord shall receive actual possession of such deposit and such Transferee shall be entitled to the return of all or any portion of such deposit under the terms of its sublease, or (E) obligated to make any payment to or on behalf of such Transferee, or to perform any alterations or improvements in the sublet space or the Building, or in any way to prepare the subleased space for occupancy, beyond Landlord's obligations under this Lease. The provisions of this Section 9.3(c) shall be self-operative, and no further instrument shall be required to give effect to this provision, provided that the Transferee shall execute and deliver to Landlord any instruments Landlord may reasonably request to evidence and confirm such subordination and attornment; and

(d) Tenant shall, within thirty (30) days of Landlord's written demand, reimburse Landlord for all reasonable third party out-of-pocket expenses incurred by Landlord in connection with each proposed assignment or sublease, including any investigations as to the acceptability of the proposed assignee or subtenant, reviewing any plans and specifications for Alterations proposed to be made in connection therewith, the negotiation of any consent documents for such sublease or assignment, and all legal fees and costs incurred by Landlord in connection therewith; provided, however, with respect to each proposed sublease Tenant shall not be obligated to reimburse Landlord for more than \$5,000.00 on account of the legal fees and expenses incurred by Landlord, unless such sublease does not occur in the ordinary course of business (e.g. is in connection with a bankruptcy or reorganization of Tenant) or involves an amendment to this Lease or other additional documentation (other than a customary Landlord's consent to sublease agreement).

**Section 9.4 Profits.** If Tenant enters into any assignment or sublease permitted hereunder or consented to by Landlord (excepting only assignments or subleases pursuant to Section 9.5), Tenant shall, within sixty (60) days of Landlord's consent to such assignment or sublease, deliver to Landlord a list of Tenant's reasonable out-of-pocket costs associated with such assignment or sublease, including, but not limited to, all third-party brokerage fees, legal fees and architectural fees paid or to be paid in connection with such transaction and, in the case of any sublease, any actual costs incurred by Tenant in separately demising and improving the sublet space including, without limitation, tenant improvement contributions (collectively, "**Transaction Costs**"), together with a list of all of Tenant's Property to be transferred to such Transferee. The Transaction Costs shall be amortized, on a straight-line basis, over the term of any sublease. Tenant shall deliver to Landlord evidence of the payment of such Transaction Costs promptly after the same are paid. In consideration of such assignment or subletting, Tenant shall pay to Landlord: (a) In the case of an assignment, on the effective date of the assignment, all sums and other consideration paid to Tenant by the Transferee for or by reason of such assignment (including sums paid for the sale or rental of Tenant's Property, less the then fair market or rental value thereof, as reasonably determined by Landlord) after first deducting the Transaction Costs; or (b) In the case of a sublease, fifty percent (50%) of any consideration payable under the sublease to Tenant by the Transferee which exceeds on a per square foot basis the Base Rent and Additional Rent accruing during the term of the sublease in respect of the sublet space (together with any sums paid for the sale or rental of Tenant's Property, less the then fair market or rental value thereof, as reasonably determined by Landlord) after first deducting the monthly amortized amount of Transaction Costs. The sums payable under this clause shall be paid by Tenant to Landlord monthly as and when paid by the subtenant to Tenant.

**Section 9.5 Transfers of Ownership Interests.** (a) If Tenant is a legal entity, the transfer (by one or more transfers), directly or indirectly, by operation of law or otherwise, of a majority of the membership interests, or the stock or other beneficial ownership interests in Tenant, or of all or substantially all of the assets of Tenant (collectively "**Ownership Interests**") shall be deemed a voluntary assignment of this Lease; provided, however, the provisions of this Article 9 shall not apply to (i) the transfer of Ownership Interests in Tenant if and so long as Tenant is publicly traded on a nationally recognized stock exchange, (ii) the transfer of Ownership Interests among the members of Tenant existing as of the Effective Date, (iii) the transfer of Ownership Interests to institutional or individual investors (including venture capital funding and corporate partners) which regularly invest in private biotechnology companies

provided that such transfer of Ownership Interests does not result in a change of Control of Tenant, or (iv) a public offering of the stock of Tenant on a national securities exchange. For purposes of this Article 9, the term "Transfers" shall be deemed to include (x) the issuance of new Ownership Interests which results in a majority of the Ownership Interests in Tenant being held by a person or entity which does not hold a majority of the Ownership Interests in Tenant on the Effective Date and (y) except as provided below, the sale or transfer of all or substantially all of the assets of Tenant in one or more transactions and the merger or consolidation of Tenant into or with another business entity.

(b) Notwithstanding the foregoing, the prior consent of Landlord shall not be required with respect to an assignment of this Lease or sublease to a business entity into or with which Tenant is merged or consolidated, or to which all or substantially all of Tenant's assets are transferred (collectively, a "**Successor Entity**"), so long as (i) such merger, consolidation, or transfer was made for a legitimate independent business purpose and not for the purpose of transferring this Lease, (ii) the successor to Tenant has either a credit rating or a Net Worth computed in accordance with generally accepted accounting principles at least equal to the Net Worth of Tenant as of the Effective Date of this Lease, and (iii) proof satisfactory to Landlord of such Net Worth is delivered to Landlord prior to the effective date of any such transaction. In addition, the prior consent of Landlord shall not be required in connection with (I) an occupancy agreement with a third party for less than ten percent (10%) of the rentable square feet of the Premises for a term of less than three (3) years pursuant to which said third party (an "**Occupant**") is granted the right to occupy a portion of the Premises, or (II) occupancy agreements which Tenant enters into with a Related Entity (as hereinafter defined), pursuant to which said Related Entity is granted the right to occupy a portion of the Premises; provided that (a) the Occupant or Related Entity occupies space in the Premises for the Permitted Use and for no other purpose; and (b) if requested by Landlord, Tenant notifies Landlord, in writing, of the identity of any such Occupant or Related Entity prior to occupancy of the Premises by such Occupant or Related Entity. If any Occupant or Related Entity occupies any portion of the Premises as described herein, (A) the Occupant or Related Entity shall comply with all provisions of this Lease, and a default by said Occupant or Related Entity shall be deemed a default by Tenant under this Lease; (B) all notices required to be provided by Landlord under this Lease shall be forwarded only to Tenant in accordance with the terms of this Lease and in no event shall Landlord be required to send any notices to any such Occupant or Related Entity; (C) in no event shall any use or occupancy of any portion of the Premises by any Occupant or Related Entity release or relieve Tenant from any of its obligations under this Lease; (D) the Occupant or Related Entity shall be deemed to be contractors of Tenant for purposes of Tenant's indemnification obligations set forth in this Lease; and (E) in no event shall the occupancy of any portion of the Premises by any such Occupant or Related Entity be deemed to create a landlord/tenant relationship between Landlord and such Occupant or Related Entity, and, in all instances, Tenant shall be considered the sole tenant under this Lease notwithstanding the occupancy of any portion of the Premises by the Occupant or Related Entity. For purposes of this Section 9.5, (x) "**Control**," "**Controlled By**" or "**Common Control**" shall mean the ownership, directly or indirectly, of 50% (or more than 50%) of the voting stock, partnership interests, membership interests, or beneficial ownership interest in such entity, and the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation, partnership, limited liability company, or entity, (y) a "**Related Entity**" shall mean an entity which Controls, is Controlled by, or is under Common Control

with, the original Tenant named herein, and (z) “**Net Worth**” shall mean the excess of all assets over all liabilities, as shown on the balance sheet of Tenant and determined in accordance with generally accepted accounting principles consistently applied. For purposes of this Lease, an assignment or sublease with a Related Entity or a Successor Entity shall constitute a “**Permitted Transfer**”. Notwithstanding the foregoing, Tenant shall have no right to assign this Lease or sublease all or any portion of the Premises without Landlord’s consent pursuant to this Section 9.5 if Tenant is not the initial Tenant herein named or a person or entity who acquired Tenant’s interest in this Lease in a transaction approved by Landlord or pursuant to a Permitted Transfer.

**Section 9.6 Binding on Tenant; Indemnification of Landlord.** Notwithstanding any assignment or subletting or any acceptance of rent by Landlord from any Transferee, Tenant shall remain fully liable for the payment of all Rent due and for the performance of all the covenants, terms and conditions contained in this Lease on Tenant’s part to be observed and performed, and any default under any term, covenant or condition of this Lease by any Transferee or anyone claiming under or through any Transferee shall be deemed to be a default under this Lease by Tenant. Tenant shall indemnify, defend, protect and hold harmless Landlord from and against any and all Claims that may be made against Landlord by the Transferee or anyone claiming under or through any Transferee or by any brokers or other persons or entities claiming a commission or similar compensation in connection with the proposed assignment or sublease, irrespective of whether Landlord shall give or decline to give its consent to any proposed assignment or sublease, or if Landlord shall exercise any of its options under this Article 9.

**Section 9.7 Assumption of Obligations.** No assignment or transfer shall be effective unless and until the Transferee executes, acknowledges and delivers to Landlord an agreement in form and substance reasonably satisfactory to Landlord whereby the assignee (a) assumes Tenant’s obligations under this Lease and (b) agrees that, notwithstanding such assignment or transfer, the provisions of Section 9.1 hereof shall be binding upon it in respect of all future assignments and transfers.

**Section 9.8 Tenant’s Liability.** The joint and several liability of Tenant and any successors-in-interest of Tenant and the due performance of Tenant’s obligations under this Lease shall not be discharged, released or impaired by any agreement or stipulation made by Landlord, or any grantee or assignee of Landlord, extending the time, or modifying any of the terms and provisions of this Lease, or by any waiver or failure of Landlord, or any grantee or assignee of Landlord, to enforce any of the terms and provisions of this Lease.

**Section 9.9 Listings in Building Directory.** The listing of any name other than that of Tenant on the doors of the Premises, the Building directory or elsewhere shall not vest any right or interest in this Lease or in the Premises, nor be deemed to constitute Landlord’s consent to any assignment or transfer of this Lease or to any sublease of the Premises or to the use or occupancy thereof by others. Any such listing shall constitute a privilege revocable in Landlord’s discretion by notice to Tenant.

**Section 9.10 Lease Disaffirmance or Rejection.** If at any time this Lease is assigned and thereafter this Lease is not affirmed or is rejected in any bankruptcy proceeding or any

similar proceeding, or upon a termination of this Lease in connection with any such proceeding, Tenant named herein, upon request of Landlord shall (a) pay to Landlord all Rent and other charges due and owing by the assignee to Landlord under this Lease to and including the date of such disaffirmance, rejection or termination, and (b) as “tenant,” enter into a new lease of the Premises with Landlord for a term commencing on the effective date of such disaffirmance, rejection or termination and ending on the Expiration Date, at the same Rent and upon the then executory terms, covenants and conditions contained in this Lease, except that (i) the rights of Tenant named herein under the new lease shall be subject to the possessory rights of the assignee under this Lease and the possessory rights of any persons or entities claiming through or under such assignee or by virtue of any statute or of any order of any court, (ii) such new lease shall require all defaults existing under this Lease to be cured by Tenant named herein with due diligence, and (iii) such new lease shall require Tenant named herein to pay all Rent which, had this Lease not been so disaffirmed, rejected or terminated, would have become due under the provisions of this Lease after the date of such disaffirmance, rejection or termination with respect to any period prior thereto. If Tenant named herein defaults in its obligations to enter into such new lease for a period of ten (10) days after Landlord’s request, then, in addition to all other rights and remedies by reason of default, either at law or in equity, Landlord shall have the same rights and remedies against Tenant named herein as if it had entered into such new lease and such new lease had thereafter been terminated as of the commencement date thereof by reason of Tenant’s default thereunder.

## **ARTICLE 10**

### **Indemnity and Waiver of Claims**

**Section 10.1 Waiver and Release.** Tenant hereby waives and releases any and all claims against Landlord and its managers, members, principals, beneficiaries, partners, officers, directors, employees, Mortgagees (as hereinafter defined), representatives, and agents (collectively, the “**Landlord Related Parties**”) from any and all liabilities, obligations, damages, penalties, claims, actions, costs, charges and expenses (collectively, “**Claims**”), including, without limitation, all Claims for any injury to or death of persons, damage to property or business loss, in any manner related to or arising out of or resulting from (a) Force Majeure, (b) acts of third parties, (c) the bursting or leaking of any tank, water closet, drain or other pipe, (d) the inadequacy or failure of any security services, personnel or equipment, or (e) any matter not within the reasonable control of Landlord; provided, however, the foregoing waiver and release shall not include any Claims against Landlord to the extent otherwise provided in M.G.L. Chapter 186, Section 15.

#### **Section 10.2 Indemnification.**

(a) Except to the extent otherwise provided in M.G.L. Chapter 186, Section 15, and subject to Section 12.1 hereof, Tenant shall indemnify, defend and hold Landlord and each of the Landlord Related Parties harmless against and from all Claims which may be imposed upon, incurred by or asserted against Landlord or any of the Landlord Related Parties by any third party and arising out of or in connection with (i) any damage or injury occurring in the Premises, the Rooftop Area and/or the Penthouse Area during the Term, or (ii) any negligent acts or willful misconduct (including violations of Law) of Tenant or any of Tenant’s employees, agents, representatives, officers, contractors or licensees (collectively, the “**Tenant Parties**”).

(b) Subject to Section 12.1 hereof, Landlord shall indemnify, defend and hold harmless Tenant and the Tenant Parties from and against any and all Claims which may be imposed upon, incurred by or asserted against Tenant arising from any accident, injury or damage to any person or the property of any person in or about the Building and land on which the Building is located (specifically excluding the Premises, the Rooftop Area and/or the Penthouse Area) to the extent caused by the negligence or willful misconduct of Landlord or its employees or agents.

**ARTICLE 11**  
**Insurance.**

**Section 11.1 Tenant's Insurance.** Tenant shall obtain and maintain, at its sole cost and expense throughout the Term of this Lease, the following insurance ("**Tenant's Insurance**"): (1) Commercial General Liability Insurance applicable to the Premises and its appurtenances providing coverage, on an occurrence basis, a minimum \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (2) All Risk Property Insurance (and business interruption insurance for Rent for a period of not less than twelve (12) months) including flood and earthquake coverage, written at 100% of replacement cost value and with a replacement cost endorsement covering all of Tenant's Property and Tenant's improvements to the Premises; (3) Workers' Compensation Insurance as required by the state in which the Premises is located and in amounts as may be required by applicable statute; (4) Employers Liability Coverage (including, without limitation, coverage for accidents and disease) of at least \$1,000,000.00 per occurrence and in the aggregate; (5) umbrella liability coverage for comprehensive general liability insurance and Employer's Liability Insurance of not less than \$10,000,000.00 per occurrence and in the aggregate; and (6) such additional insurance coverages as may be necessary to comply with applicable Laws. Any company writing any of Tenant's Insurance shall have an A.M. Best rating of not less than A IX. All Commercial General Liability Insurance policies shall be primary and non-contributory and name Tenant as a named insured and Landlord (or any successor), Landlord's property manager, and their respective members, principals, beneficiaries, partners, officers, directors, employees, and agents, and other designees of Landlord as the interest of such designees shall appear, as additional insureds. All policies of Tenant's Insurance shall contain endorsements that the insurer(s) shall give Landlord and its designees at least thirty (30) days' advance written notice of any change, cancellation, termination or lapse of insurance; provided, however, if such endorsements are not, despite good faith reasonable efforts, available, then Tenant shall notify Landlord not less than five (5) days after Tenant is notified of any material change, cancellation, termination or lapse of insurance. Tenant shall provide Landlord with a certificate of insurance evidencing Tenant's Insurance prior to the earlier to occur of the Commencement Date or the date Tenant is provided with possession of the Premises for any reason, and upon renewals at least fifteen (15) days prior to the expiration of the insurance coverage. Upon request of Landlord and in the event of any claim, Tenant shall deliver copies of the policies for Tenant's Insurance to Landlord. The limits of Tenant's Insurance shall not limit the liability of Tenant under this Lease.

**Section 11.2 Insurance During Performance of Alterations.** During any periods of time when any Alterations are being performed in or to the Premises by or on behalf of Tenant, Tenant shall maintain (or cause to be maintained) so-called all risk or special cause of loss property insurance or its equivalent and/or builders risk insurance on 100% replacement cost

coverage basis, including hard and soft costs coverages. Such insurance shall protect and insure Landlord, Landlord's agents, Tenant and Tenant's contractors, as their interests may appear, against loss or damage by fire, water damage, vandalism and malicious mischief, and such other risks as are customarily covered by so-called all risk or special cause of loss property/builders' risk coverage or its equivalent. In addition, during the performance of any Alterations in or to the Premises, Tenant shall cause all contractors and subcontractors to maintain the insurance coverages described in Exhibit L attached to this Lease.

**Section 11.3 Landlord's Insurance.**

(a) Landlord shall maintain insurance against loss or damage with respect to the Building on an "all risk" type insurance form, with customary exceptions, subject to such deductibles as Landlord may reasonably determine, in an amount equal to at least the replacement value of the Building (excluding replacement of footings and foundation). The cost of such insurance shall be included in Expenses. Payment for losses thereunder shall be made solely to Landlord.

(b) Landlord may maintain such additional insurance with respect to the Building, including, without limitation, earthquake insurance, terrorism insurance, flood insurance, liability insurance and/or rent insurance, as Landlord may in its sole discretion elect. Landlord may also maintain such other insurance as may from time to time be required by the holder of any mortgage on the Building. The cost of all such additional insurance shall also be included in Expenses.

(c) Landlord's insurance may be provided by blanket coverage maintained by Landlord or any affiliate of Landlord under its insurance program for its portfolio of properties, or by Landlord or any affiliate of Landlord under a program of self-insurance, and in such event Expenses shall include a reasonable allocation of the premiums and costs of such blanket insurance.

(d) Landlord shall not be obligated to insure, and shall not assume any liability of risk of loss for, any equipment, alterations or improvements constructed in the Premises (including the initial buildout thereof), or any Tenant's Property. Landlord also will have no obligation to carry insurance against, nor be responsible for, any loss suffered by Tenant, due to interruption of Tenant's business.

**ARTICLE 12  
Subrogation**

**Section 12.1 Waiver of Subrogation.** Notwithstanding anything in this Lease to the contrary, Landlord and Tenant shall waive and shall cause their respective insurance carriers to waive any and all rights of recovery, claim, action or causes of action against the other and their respective trustees, principals, beneficiaries, partners, officers, directors, agents, and employees, for any loss or damage that may occur to Landlord or Tenant or any party claiming by, through or under Landlord or Tenant, as the case may be, with respect to Tenant's Property, the Building, the Premises, any additions or improvements to the Building or Premises, or any contents thereof, including (to the extent permitted by applicable Law) all rights of recovery, claims,



actions or causes of action arising out of the negligence of Landlord or any Landlord Related Parties or the negligence of Tenant or any Tenant Related Parties, which loss or damage is (or would have been, had the insurance required by this Lease been carried) covered by insurance.

### **ARTICLE 13 Casualty Damage**

**Section 13.1 Fire or Casualty.** If all or any part of the Premises is damaged by fire or other casualty, Tenant shall immediately notify Landlord in writing. In the event of a fire or other casualty, Landlord shall have the right to terminate this Lease if: (1) the Building shall be damaged so that, in Landlord's reasonable judgment, substantial alteration or reconstruction of the Building shall be required (whether or not the Premises has been damaged) and leases for 80% of the other tenants of the Building also are terminated; (2) Landlord is not permitted by Law to rebuild the Building in substantially the same form as existed before the fire or casualty; (3) the Premises have been materially damaged and there is less than two (2) years of the Term remaining as of the date of the fire or other casualty; (4) a Mortgagee requires that the insurance proceeds be applied to the payment of the mortgage debt (in which event Landlord shall elect to terminate this Lease); or (5) a material uninsured loss to the Building occurs. Landlord may exercise its right to terminate this Lease by notifying Tenant in writing within ninety (90) days after the date of the fire or other casualty. If Landlord does not terminate this Lease, then Landlord shall commence and proceed with reasonable diligence to repair and restore the Building and the Premises (excluding any Alterations performed by Tenant). However, in no event shall Landlord be required to spend more than the insurance proceeds actually received by Landlord. In the event of a fire or other casualty that materially damages the Premises, until the restoration of the Premises is substantially completed or would have been substantially completed but for a delay caused by Tenant, Base Rent, Tenant's Pro Rata Share of the Expenses, Tenant's Pro Rata Laboratory Share of the Laboratory Expenses, Tenant's Pro Rata Share of the Taxes and the Amenity Fee shall be abated in the proportion by which the area of the part of the Premises which is not usable (or accessible) and is not used by Tenant as a result of such fire or casualty bears to the total area of the Premises. Effective as the date that Landlord delivers written notice to Tenant of the substantial completion of the restoration of the Premises, such abatement shall cease. Landlord shall not be liable for any loss or damage to Tenant's Property or to the business of Tenant resulting in any way from any such fire or other casualty, or from the repair and restoration of the damage. Landlord and Tenant hereby waive the provisions of any Law relating to the matters addressed in this Article, and agree that their respective rights for damage to or destruction of the Premises shall be those specifically provided in this Lease.

**Section 13.2 Repair and Restoration.** If all or any portion of the Premises shall be made untenable by fire or other casualty, Landlord shall, with reasonable promptness, cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises tenantable again, using customary and reasonable working methods ("**Completion Estimate**"). If the Completion Estimate indicates that the Premises cannot be made tenantable within twelve (12) months from the date of damage, then regardless of any other provision contained in this Lease to the contrary, either party shall have the right to terminate this Lease, with such termination to be effective as of the date on

which such damage occurs, by giving written notice to the other of such election within ten (10) days after receipt of the Completion Estimate. If the Completion Estimate indicates that the Premises can be made tenantable within twelve (12) months from the date of damage, but the Premises have not been made tenantable by the end of such twelve (12) month period, then Tenant shall have the right to terminate this Lease, with such termination to be effective as of the date on which such damage occurs, by giving written notice to Landlord of such election within ten (10) days after the end of such twelve (12) month period and this Lease shall terminate thirty (30) days following the end of such twelve (12) month period, unless within such thirty (30) day period, Landlord makes the Premises tenantable--in which event Tenant's notice shall be null and void and of no force or effect. Time is of the essence of this Section 13.2.

**Section 13.3 End of Term.** If the Premises shall be materially damaged by fire or other casualty during the last twelve (12) months of the Term, then regardless of any other provision contained in this Lease to the contrary, either party shall have the right to terminate this Lease, with such termination to be effective as of the date on which such damage occurs, by giving written notice to the other of such election within thirty (30) days after the date of the fire or other casualty.

#### **ARTICLE 14 Condemnation**

If any material part of the Premises is taken or condemned for any public or quasi-public use under Law, by eminent domain or purchase in lieu thereof (a "**Taking**"), then either party may terminate this Lease. Landlord shall also have the right to terminate this Lease if there is a Taking of any portion of the Building and/or the Property which would render the remainder of the Building and/or the Property unsuitable for use as an office and laboratory building in the reasonable determination of Landlord, provided that, concurrent therewith, the leases of the tenants (including Tenant) occupying in the aggregate not less than fifty percent (50%) of the rentable area of the office and/or laboratory space in the Building are terminated. Upon any termination of this Lease pursuant to the provisions of this Article 14, Rent shall be apportioned as of, and shall be paid or refunded up to and including, the date of such termination. If a part of the Property shall be so Taken and this Lease is not terminated in accordance with this Article 14, then Landlord, without being required to spend more than the net amount it receives as a condemnation award and subject to the requirements of any Mortgage, shall restore that part of the Property not so Taken to a substantially equivalent condition (with respect to character, quality, appearance and services) to that which existed immediately prior to such Taking. Upon any Taking, Landlord shall receive the entire award for any such Taking, and Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired portion of the Term or Tenant's Alterations; and Tenant hereby assigns to Landlord all of its right in and to such award. Nothing contained in this Article 14 shall be deemed to prevent Tenant from making a separate claim against the condemning authority in a separate proceeding for the then value of any Tenant's Property included in such Taking and for any moving expenses, provided any such award is in addition to, and does not result in a reduction of, the award made to Landlord.

If a temporary Taking of all or any part of the Premises occurs during the Term, then Tenant shall give prompt notice to Landlord and the Term shall not be reduced or affected in any

way and Tenant shall continue to pay all Rent payable by Tenant without reduction or abatement and to perform all of its other obligations under this Lease, except to the extent prevented from doing so by the condemning authority, and Tenant shall be entitled to receive any award or payment from the condemning authority for such use, which shall be received, held and applied by Tenant as a trust fund for payment of the Rent falling due.

**ARTICLE 15**  
**Events of Default**

**Section 15.1 Events of Default.** Tenant shall be considered to be in default of this Lease upon the occurrence of any of the following (each, an “Event of Default”):

- (a) If Tenant fails to pay when due any payment of Rent within five (5) days following delivery to Tenant of written notice that such payment was not received when due; provided however, that Landlord shall not be obligated to deliver such written notice more than once in any twelve-month period and upon the second such occurrence in any twelve-month period Tenant shall be in default if it fails to pay when due any payment of Rent;
- (b) If Tenant fails to timely provide or maintain a Letter of Credit in the then-applicable Letter of Credit Amount, in accordance with the provisions of Article 25; or
- (c) If Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provisions requiring the payment of Rent or the provisions requiring the delivery or maintenance of the Letter of Credit pursuant to Article 25, and fails to cure such non-monetary default within thirty (30) days after written notice of such default is given to Tenant by Landlord, provided however that if such non-monetary default is of such a nature that it cannot through the exercise of diligent and reasonable efforts be cured within thirty (30) days, then Tenant shall not be in default in such instance if Tenant promptly commences and diligently pursues the cure of such non-monetary default to completion as soon as possible and in all events within ninety (90) days after such initial notice; or
- (d) If Tenant files a voluntary petition in bankruptcy or insolvency, or is the subject of an involuntary petition in bankruptcy which is not dismissed within sixty (60) days after filing thereof, or is adjudicated a bankrupt; or if a permanent receiver is appointed for Tenant’s property and such receiver is not removed within sixty (60) days after appointment thereof, or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future laws, whereby the Rent or any part thereof, is, or is proposed to be, reduced or payment thereof deferred; or
- (e) If Tenant’s personal property or effects should be levied upon or attached and such levy or attachment is not satisfied or dissolved within thirty (30) days after such levy or attachment; or
- (f) If the leasehold estate of Tenant is taken by process or operation of Law.

**ARTICLE 16**  
**Remedies**

**Section 16.1 Remedies.** Upon the occurrence of any Event of Default, Landlord shall have the right to exercise any or all of its rights and remedies at Law or in equity, including, without limitation, the following remedies:

(a) Terminate this Lease by providing notice thereof to Tenant, in which case Tenant shall immediately surrender the Premises to Landlord. If Tenant fails to surrender the Premises, Landlord, in compliance with applicable Laws, may enter upon and take possession of the Premises and remove Tenant, Tenant's Property and any party occupying the Premises. Notwithstanding any such termination, Tenant shall remain liable for all Rent accrued through the date of termination of this Lease or Tenant's right to possession not theretofore paid. In addition, notwithstanding any such termination, (i) Tenant shall remain liable for all obligations under this Lease notwithstanding any such termination, including without limitation, the monthly Rent payable hereunder from and after the date of such termination on the date the same would have been due but for such termination, less any amounts Landlord actually receives, if any, if the Premises are re-let, net of all Costs of Reletting (as hereinafter defined), and (ii) Tenant shall pay Landlord, within ten (10) days of Landlord's written demand, all past due Rent and other losses and damages Landlord suffers as a result of Tenant's Default and amounts for which Tenant is liable as indemnitor hereunder, including, without limitation, all Costs of Reletting (defined below) and any deficiency that may arise from reletting or the failure to relet the Premises. **"Costs of Reletting"** shall include all reasonable costs and expenses incurred by Landlord in reletting or attempting to relet the Premises, including, without limitation, legal fees, brokerage commissions, the cost of alterations and the value of other concessions or allowances granted to a new tenant. All Rent and other amounts due to Landlord for the period of time after such termination shall survive any such termination of this Lease. In connection with the foregoing, Landlord may (but shall not be obligated to) re-let all or any part of the Premises, without notice to Tenant, for a term that may be greater or less than the balance of what would have been the remaining balance of the Term (but for such termination) and on such conditions (which may include concessions, free rent and alterations of the Premises) and for such uses as Landlord in its absolute discretion shall determine. Landlord may collect and receive all rents and other income from the reletting. Landlord shall not be responsible or liable for the failure to relet all or any part of the Premises or for the failure to collect any Rent from the party to whom the Premises are relet or any guarantor of the obligations of such party.

(b) At any time, in lieu of payment of the monthly Rent after the date of such termination pursuant to the foregoing clause (i), upon ten (10) days of Landlord's written demand Tenant shall pay to Landlord as damages a lump-sum amount equal to the total Rent that Tenant would have been required to pay for what would have been the remaining balance of the Term (but for such termination), discounted to present value assuming an annual interest rate at the Federal Reserve Discount Rate for Secondary Credit in effect at the date of calculation, minus the then present fair rental value of the Premises for the remainder of the Term, similarly discounted, after deducting all anticipated Costs of Reletting.

(c) The repossession or re-entering of all or any part of the Premises shall not relieve Tenant of its liabilities and obligations under this Lease. No right or remedy of Landlord shall be

exclusive of any other right or remedy. Each right and remedy shall be cumulative and in addition to any other right and remedy now or subsequently available to Landlord at Law or in equity. Landlord shall be entitled to receive interest on any unpaid item of Rent calculated at an annual rate equal to the lesser of (i) the Prime Rate plus 4%, based on a three hundred sixty-five (365) day year, and (ii) the maximum interest rate allowed by Law. For purposes hereof, the "**Prime Rate**" shall be the per annum interest rate published in the Wall Street Journal (or any other authoritative business journal selected by Landlord if the Wall Street Journal ceases to publish such index) publicly announced as its prime or base rate for federally insured banks in New York, NY. Forbearance by Landlord to enforce one or more remedies shall not constitute a waiver of any default.

**Section 16.2 Reletting.** After such termination of this Lease and the surrender and yield-up of the Premises by Tenant pursuant to the foregoing provisions, Landlord will exercise commercially reasonable efforts to relet the Premises after Tenant vacates the Premises, which shall include marketing the Premises in a manner similar to the manner in which Landlord markets other premises within Landlord's control in the Building. In no event shall Landlord be required to (i) solicit or entertain negotiations with any other prospective tenants for the Premises unless and until Landlord obtains full and complete possession of the Premises, including the final and unappealable legal right to relet the Premises free of any claim of Tenant, (ii) lease the Premises to a tenant whose proposed use, in Landlord's reasonable judgment, will be unacceptable, (iii) relet the Premises prior to leasing any other vacant space in the Building, suitable for the use of the prospective tenant, (iv) lease the Premises for a rental rate less than the current fair market rent then prevailing for similar space in the Building, or (v) enter into a lease with any proposed tenant that does not have, in Landlord's reasonable opinion, sufficient financial wherewithal and resources to satisfy its financial obligations under the prospective lease. Landlord shall be entitled to take into account in connection with any such reletting of the Premises all relevant factors which would be taken into account by a sophisticated landlord in securing a replacement tenant for the Premises including the first class quality of the Building, matters of tenant mix, and the financial responsibility of any such replacement tenant. Landlord, at Landlord's option, may make such alterations, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with such reletting or proposed reletting. No action or inaction by Landlord in connection with such reletting shall relieve Tenant of any liability under this Lease or otherwise affecting any such liability. Landlord shall have no other obligation to mitigate the damages for which Tenant is responsible under this Lease.

#### **ARTICLE 17 Limitation of Liability**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE, THE LIABILITY OF LANDLORD (AND OF ANY SUCCESSOR LANDLORD) TO TENANT SHALL BE LIMITED TO THE EQUITY INTEREST OF LANDLORD IN THE PROPERTY, TOGETHER WITH UNDISTRIBUTED RENTS AND UNDISTRIBUTED INSURANCE PROCEEDS FROM THE BUILDING. TENANT SHALL LOOK SOLELY TO LANDLORD'S INTEREST IN THE PROPERTY FOR THE RECOVERY OF ANY JUDGMENT OR AWARD AGAINST LANDLORD. NEITHER LANDLORD NOR ANY LANDLORD RELATED PARTY SHALL BE PERSONALLY LIABLE FOR ANY

JUDGMENT OR DEFICIENCY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL LANDLORD OR ANY LANDLORD RELATED PARTIES EVER BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OR ANY LOST PROFITS OF TENANT. EXCEPTING ONLY AS SET FORTH IN ARTICLE 18, IN NO EVENT SHALL TENANT BE LIABLE FOR, AND LANDLORD HEREBY WAIVES ANY CLAIM FOR, ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS LEASE, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITY ARISING UNDER OR IN CONNECTION WITH THIS LEASE.

**ARTICLE 18**  
**End of Lease Term; Holding Over**

Upon the expiration or other termination of the Term of this Lease, Tenant shall quit and surrender the Premises to Landlord vacant, broom clean and in good order and condition, ordinary wear and tear and damage for which Tenant is not responsible under the terms of this Lease excepted, and Tenant shall remove from the Premises all of Tenant's Property, all data cabling and low voltage wiring, and all Specialty Alterations, shall repair any damage to the Premises or the Building arising out of or resulting from such removal, and shall remove all Hazardous Materials from the Premises, and clean and decommission the Premises, in accordance with the provisions of Section 5.3. If Tenant fails to surrender all or any part of the Premises at the expiration or earlier termination of this Lease, any occupancy of the Premises after such expiration or earlier termination shall be that of a tenancy at sufferance. Tenant's occupancy during any such holdover period shall be subject to all of the terms and provisions of this Lease; provided, however, Tenant shall pay to Landlord a holdover charge calculated as follows: (i) for each day during which Tenant holds over in the Premises after the Expiration Date or sooner termination of this Lease, through and including the day which is thirty (30) days thereafter, a per diem holdover charge calculated at a rate equal to 150% of the daily Base Rent, and 100% of Expenses, Laboratory Expenses, Taxes and the Amenity Fee payable under this Lease for the last full calendar month of the Term, and (ii) if Tenant holds over in the Premises for more than thirty (30) days after the Expiration Date or sooner termination of this Lease, a per diem holdover charge calculated at a rate equal to 200% of the daily Base Rent, Expenses, Laboratory Expenses, Taxes and the Amenity Fee payable under this Lease for the last full calendar month of the Term. No holdover by Tenant or payment by Tenant after the termination of this Lease shall be construed to extend the Term or prevent Landlord from immediate recovery of possession of the Premises by summary process proceedings or otherwise. In addition, if Tenant holds over in the Premises for more than thirty (30) days after the expiration or earlier termination of the Lease, Tenant shall indemnify, defend and hold harmless Landlord from and against all losses, liabilities, obligations, damages, costs, and expenses incurred by Landlord arising out of or resulting from Tenant's holdover. No holding-over by Tenant, nor the payment to Landlord of the amounts specified above, shall operate to extend the Term hereof. Nothing herein contained shall be deemed to permit Tenant to retain possession of the Premises after the Expiration Date or sooner termination of this Lease, and no acceptance by Landlord of payments from Tenant after the Expiration Date or sooner termination of this Lease shall be deemed to be other than on account of the amount to be paid by Tenant in accordance with the provisions of this Article 18.

**ARTICLE 19**  
**Subordination to Mortgages; Estoppel Certificates**

**Section 19.1 Non-Disturbance Agreement.** A “**Mortgage**” shall mean a mortgage, deed of trust, trust indenture or other financing document which may now or hereafter encumber or otherwise affect the Property, and/or the Building or any part thereof, and all renewals, extensions, supplements, amendments, modifications, consolidations and replacements thereof or thereto, substitutions therefor, and advances made thereunder. A “**Mortgagee**” shall mean any mortgagee, trustee or other holder of a Mortgage. Landlord hereby represents that there are no currently existing Mortgages encumbering the Building or the Property. Subject to the execution by Mortgagee and Tenant of a commercially reasonable subordination, non-disturbance and attornment agreement in a form reasonably acceptable to Mortgagee and Tenant, this Lease shall be subject and subordinate to all Mortgages hereafter encumbering the Property and/or the Building and, at the request of any Mortgagee Tenant shall attorn to such Mortgagee, its successors in interest or any purchaser in a foreclosure sale.

**Section 19.2 Subordination.** If a Mortgagee, any of its successors in interest, or any purchaser at a foreclosure sale shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or the delivery of a new lease or deed, then at the request of the successor landlord and upon such successor landlord’s written agreement to accept Tenant’s attornment and to recognize Tenant’s interest under this Lease, Tenant shall attorn to and recognize such successor landlord as Landlord under this Lease. The provisions of this Section 19.2 are and shall be self-operative and require no further instruments to give effect hereto; provided, however, Tenant shall promptly execute and deliver any instrument that such successor landlord may reasonably request (i) evidencing such subordination and attornment, (ii) setting forth the terms and conditions of Tenant’s tenancy, and (iii) containing such other terms and conditions as may be required by such Mortgagee, provided such instrument does not increase the Rent, increase Tenant’s other obligations to more than a de minimis extent or adversely affect Tenant’s rights under this Lease to more than a di minimis extent. Upon such attornment this Lease shall continue in full force and effect as a direct lease between such successor landlord and Tenant upon all of the terms, conditions and covenants set forth in this Lease except that such successor landlord shall not be:

- 1) liable for any act or omission of Landlord (except to the extent such act or omission continues beyond the date when such successor landlord succeeds to Landlord’s interest and Tenant gives notice of such act or omission);
- 2) subject to any defense, claim, counterclaim, set-off or offset which Tenant may have against Landlord;
- 3) bound by any prepayment of more than one month’s Rent to any prior landlord;
- 4) bound by any obligation to make any payment to Tenant which was required to be made prior to the time such successor landlord succeeded to Landlord’s interest;

5) bound by any obligation to perform any work or to make improvements to the Premises except for (x) repairs and maintenance required to be made by Landlord under this Lease, and (y) repairs to the Premises as a result of damage by fire or other casualty or a partial condemnation pursuant to the provisions of this Lease, but only to the extent that such repairs can reasonably be made from the net proceeds of any insurance or condemnation awards, respectively, actually made available to such successor landlord; provided, however, if any Mortgagee succeeds to the rights of Landlord under this Lease prior to completion of the Base Building Work and Landlord's TI Work, then such Mortgagee shall be obligated, in accordance with and subject to the terms and conditions of this Lease, to cause the Base Building Work and Landlord's TI Work to be Substantially Completed;

6) liable for the repayment of any security deposit or surrender of any letter of credit, unless and until such security deposit actually is paid or such letter of credit is actually delivered to such successor landlord; or

7) liable for the payment of any unfunded tenant improvement allowance, refurbishment allowance or similar obligation.

Tenant shall, from time to time and within ten (10) days of written request from Landlord, execute and deliver any documents or instruments that may be reasonably required by any Mortgagee to confirm any subordination.

**Section 19.3 Mortgage or Superior Lease Defaults.** Any Mortgagee may elect that this Lease shall have priority over the Mortgage and to subordinate its Mortgage to this Lease. Upon notification to Tenant by such Mortgagee, this Lease shall be deemed to have priority over such Mortgage, regardless of the date of this Lease

**Section 19.4 Tenant's Termination Right.** As long as any Mortgage exists, Tenant shall not seek to terminate this Lease by reason of any act or omission of Landlord until (a) Tenant shall have given notice of such act or omission to all Mortgagees for which Tenant has received contact information, and (b) a reasonable period of time shall have elapsed following the giving of notice of such default and the expiration of any applicable notice or grace periods (unless such act or omission is not capable of being remedied within a reasonable period of time), during which period such Mortgagees shall have the right, but not the obligation, to remedy such act or omission and thereafter diligently proceed to so remedy such act or omission. If any Mortgagee elects to remedy such act or omission of Landlord, Tenant shall not seek to terminate this Lease so long as such Mortgagee is proceeding with reasonable diligence to effect such remedy.

**Section 19.5 Provisions.** The provisions of this Article 19 shall (a) inure to the benefit of Landlord, any future owner of the Building or the Real Property, Mortgagee and any sublessor thereof, and (b) apply notwithstanding that, as a matter of law, this Lease may terminate upon the foreclosure of any such Mortgage.

**Section 19.6 Estoppel Certificates.** Within ten (10) Business Days following written request from Landlord or any Mortgagee Tenant shall deliver to Landlord a statement executed



and acknowledged by Tenant, in form reasonably satisfactory to Landlord, (a) stating the Commencement Date, the Rent Commencement Date and the Expiration Date, and that this Lease is then in full force and effect and has not been modified (or if modified, setting forth all modifications), (b) setting forth the date to which the Base Rent and any Additional Rent have been paid, together with the amount of monthly Base Rent and Additional, Rent then payable, (c) stating whether or not, to the best of Tenant's knowledge, either Tenant and/or Landlord is in default under this Lease, and setting forth the specific nature of all such defaults, if any, (d) stating the amount of the security deposit, if any, under this Lease, (e) stating whether there are any subleases or assignments affecting the Premises, (f) stating the address of Tenant to which all notices and communications under this Lease shall be sent, and (g) responding to any other matters reasonably requested by Landlord or such Mortgagee. Tenant acknowledges that any statement delivered pursuant to this Section 19.6 may be relied upon by any purchaser or owner of the Real Property or the Building, or all or any portion of Landlord's interest in the Real Property or the Building, or by any Mortgagee, or assignee thereof or by any Lessor, or assignee thereof.

**ARTICLE 20**  
**Notices**

All demands, approvals, consents or notices (each, a "notice") shall be in writing and delivered by hand, or sent by registered or certified mail with return receipt requested, or sent by overnight or same day courier service, to the party's respective Notice Address(es) set forth in Article 1. Each notice shall be deemed to have been received on the earlier to occur of actual delivery or the date on which delivery is refused, or, if Tenant has vacated the Premises or any other Notice Address of Tenant without providing a new Notice Address, three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above. Either party may, at any time, change its Notice Address (other than to a post office box address) by giving the other party written notice of the new address.

**ARTICLE 21**  
**No Waiver**

The failure of either party to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease, or any of the Rules and Regulations, shall not be construed as a waiver or relinquishment for the future performance of such obligations of this Lease or the Rules and Regulations, or of the right to exercise such election but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission. The receipt by Landlord of any Rent payable pursuant to this Lease or any other sums with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than a payment on account of the earliest stipulated Rent, or as Landlord may elect to apply such payment, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

**ARTICLE 22**  
**Quiet Enjoyment**

Tenant shall, and may peacefully have, hold and enjoy the Premises for and with respect to the Term, subject to the terms of this Lease, provided there is no Event of Default under this Lease. This covenant and all other covenants of Landlord shall be binding upon Landlord and its successors only during its or their respective periods of ownership of the Building, and shall not be a personal covenant of Landlord or the Landlord Related Parties. This covenant of quiet enjoyment is in lieu of any other covenant of quiet enjoyment, express or implied.

**ARTICLE 23**  
**Excepted and Reserved Rights**

This Lease does not grant any rights to light or air over or about the Building. Landlord excepts and reserves, and the Premises demised hereby do not include, the following: (1) roofs, (2) telephone, electrical and janitorial closets, (3) equipment rooms, Building risers or similar areas that are used by Landlord for the provision of Building services, (4) rights to the land and improvements below the floor of the Premises, (5) the improvements and air rights above the Premises, (6) the improvements and air rights outside the demising walls of the Premises, and (7) the areas within the walls or floors or above the dropped ceilings of the Premises used for the installation of utility lines and other installations. Landlord has the right to change the Building's name. Landlord also has the right to make such modifications, alterations, additions, expansions, and other changes to the Property and/or the Building as Landlord from time-to-time deems appropriate, including, including, without limitation, changing the arrangement or location of entrances or passageways, doors and doorways, corridors, elevators, stairs, toilets or other Common Areas (collectively, "**Restorative Work**"), as Landlord deems necessary or desirable, and to take all materials into the Premises required for the performance of such Restorative Work provided that (a) the level of any Building service shall not decrease in any material respect from the level required of Landlord in this Lease as a result thereof (other than temporary changes in the level of such services during the performance of any such Restorative Work), and (b) Tenant's access to or use of the Premises for the Permitted Use is not materially impaired. Landlord shall use reasonable efforts to minimize interference with Tenant's use and occupancy of the Premises during the performance of such Restorative Work. There shall be no Rent abatement or allowance to Tenant for a diminution of rental value, no actual or constructive eviction of Tenant, in whole or in part, no relief from any of Tenant's other obligations under this Lease, and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to business arising from Landlord, Tenant or others performing, or failing to perform, any Restorative Work. In addition, without limitation, Landlord may, from time to time, elect to construct, maintain and/or operate the Property and/or the Building or any part thereof in accordance with third-party accreditations, ratings and/or certifications that relate to sustainability issues, energy efficiency or other comparable goals. Tenant shall cooperate with Landlord's efforts in that regard at no material cost or expense to Tenant, provided that the Tenant's use of the Premises for the Permitted Use is not materially and adversely interfered with. Without limitation, upon request Tenant shall provide such reasonable, non-proprietary, non-confidential information as may be reasonably required by Landlord in connection with obtaining or maintaining such accreditations, ratings and/or certifications. The foregoing provisions shall apply whether Landlord affirmatively seeks an accreditation, rating or

certification and following the issuance of such rating, to the extent necessary to assist Landlord in maintaining such accreditation, or to operate voluntarily in accordance with such accreditation, rating or certification.

#### **ARTICLE 24 Patriot Act**

As an inducement to Landlord to enter into this lease, Tenant hereby represents and warrants that to Tenant's knowledge: (i) Tenant is not, nor is it owned or Controlled directly or indirectly by, any person, group, entity or nation named on any list issued by the Office of Foreign Assets Control of the United States Department of the Treasury pursuant to Executive Order 13224 or any similar list or any law, order, rule or regulation or any Executive Order of the President of the United States as a terrorist, "Specially Designated National and Blocked Person" or other banned or blocked person (any such person, group, entity or nation being hereinafter referred to as a "**Prohibited Person**"); (ii) Tenant is not (nor is it owned, Controlled, directly or indirectly, by any person, group, entity or nation which is) acting directly or indirectly for or on behalf of any Prohibited Person; and (iii) neither Tenant (nor any person, group, entity or nation which owns or Controls Tenant, directly or indirectly) has conducted or will conduct business or has engaged or will engage in any transaction or dealing with any Prohibited Person, including without limitation any assignment of this lease or any subletting or all or any portion of the Premises or the making or receiving of any contribution or funds, goods or services to or for the benefit of a Prohibited Person. In connection with the foregoing, it is expressly understood and agreed that (x) any breach by Tenant of the foregoing representations and warranties shall be an Event of Default, and (y) the representations, warranties and covenants contained in this Article 24 shall be continuing in nature and shall survive the expiration or earlier termination of this Lease.

#### **ARTICLE 25 Letter of Credit**

**Section 25.1 Letter of Credit.** By not later than the date which is three (3) Business Days after the execution of this Lease by both Landlord and Tenant, Tenant shall deliver to Landlord a Letter of Credit (as hereinafter defined) in the amount of the Letter of Credit Amount specified in the Basic Lease Information, as security for the faithful performance and observance by Tenant of the terms, covenants and conditions of this Lease. Tenant covenants and agrees to maintain the Letter of Credit in the Letter of Credit Amount throughout the Term of this Lease. The Letter of Credit shall be in the form of a clean, irrevocable, non-documentary and unconditional letter of credit (the "**Letter of Credit**") issued by and drawable upon a commercial bank (the "**Issuing Bank**"), which is satisfactory to Landlord and which satisfies both the Minimum Rating Agency Threshold (as hereinafter defined) and the Minimum Capital Threshold (as hereinafter defined). Landlord approves Silicon Valley Bank as the Issuing Bank. The "**Minimum Rating Agency Threshold**" shall mean that the Issuing Bank has outstanding unsecured, uninsured and unguaranteed senior long-term indebtedness that is then rated (without regard to qualification of such rating by symbols such as "+" or "-" or numerical notation) "Baa" or better by Moody's Investors Service, Inc. and/or "BBB" or better by Standard & Poor's Rating Services, or a comparable rating by a comparable national rating agency designated by Landlord in its discretion. The "**Minimum Capital Threshold**" shall mean that the Issuing

Bank has combined capital, surplus and undivided profits of not less than \$2,000,000,000. The Letter of Credit shall (a) name Landlord as beneficiary, (b) have a term of not less than one year, (c) permit multiple drawings, (d) be fully transferable by Landlord without the payment of any fees or charges by Landlord, and (e) otherwise be in form and content reasonably satisfactory to Landlord. If upon any transfer of the Letter of Credit, any fees or charges shall be so imposed, then such fees or charges shall be payable solely by Tenant and the Letter of Credit shall so specify. The Letter of Credit shall provide that it shall be deemed automatically renewed, without amendment, for consecutive periods of one (1) year each thereafter during the Term. The Letter of Credit (as extended) shall not expire prior to the date which is sixty (60) days after the last day of the calendar year in which the Expiration Date (as extended) occurs. If the Issuing Bank does not renew the Letter of Credit upon the expiration thereof, then the Issuing Bank shall send duplicate notices (the "**Non-Renewal Notices**") to Landlord by certified mail, return receipt requested (one of which shall be addressed "Attention, Chief Legal Officer" and the other of which shall be addressed "Attention, Chief Financial Officer") not less than sixty (60) days next preceding the then expiration date of the Letter of Credit stating that the Issuing Bank has elected not to renew the Letter of Credit. The Issuing Bank shall agree with all drawers, endorsers and bona fide holders that drafts drawn under and in compliance with the terms of the Letter of Credit will be duly honored upon presentation to the Issuing Bank at an office location in Boston, Massachusetts or via facsimile presentment. The Letter of Credit shall be issued pursuant to, and shall be subject in all respects to, the Uniform Customs and Practice for Documentary Credits ISP 98, International Chamber of Commerce Practices Publication No. 590 (1998 Revision).

**Section 25.2 Application of Security.** If (a) an Event of Default by Tenant occurs under this Lease, or (b) Landlord receives a Non-Renewal Notice, or (c) Tenant files a voluntary petition under any Federal or state bankruptcy or insolvency code, law or proceeding, then Landlord shall have the right by sight draft to draw, at its election, all or a portion of the proceeds of the Letter of Credit and thereafter hold, use, apply, or retain the whole or any part of such proceeds, as the case may be, (x) to the extent required for the payment of any Rent or any other sum as to which there is an Event of Default including (i) any sum which Landlord may expend or may be required to expend by reason of such Event of Default, and/or (ii) any damages to which Landlord is entitled pursuant to this Lease, whether such damages accrue before or after summary proceedings or other reentry by Landlord, and/or (y) as a cash security deposit, unless and until, in the case of clause (c) above, Tenant delivers to Landlord a substitute Letter of Credit which meets the requirements of this Article 25. If Landlord applies any part of the proceeds of the Letter of Credit, or cash security, then Tenant, within ten (10) days of Landlord's written demand, shall amend the Letter of Credit or deliver an additional Letter of Credit which satisfies the requirements of this Article 25 in the amount so applied or retained such that Landlord shall have a Letter of Credit (or Letters of Credit) in the Letter of Credit Amount on hand at all times during the Term. If Tenant shall comply with all of the terms, covenants and conditions of this Lease, then the Letter of Credit or then remaining balance of the cash security, as the case may be, shall be returned to Tenant not later than sixty (60) days after the last to occur of the following: (x) the Expiration Date, (y) the surrender and yield-up of possession of the Premises to Landlord in the manner required by this Lease, and (z) the curing of any outstanding Events of Default under this Lease.

**Section 25.3 Transfer.** The Letter of Credit shall also provide that Landlord, its successors and assigns, may, at any time and without notice to Tenant and without first obtaining Tenant's consent thereto, transfer (one or more times) all or any portion of its interest in and to the Letter of Credit to the holder of any mortgage upon the Building or the successor landlord in connection with a transfer of the Building, from or as a part of the assignment by Landlord of its rights and interests in and to this Lease. In the event of a transfer of Landlord's interest in the Building, Landlord shall transfer the Letter of Credit, in whole or in part, to the transferee and thereupon Landlord shall without any further agreement between the parties, be released by Tenant from all liability therefor. The provisions of this Section 25.3 shall apply to every transfer or assignment of the whole or any portion of said Letter of Credit to a new landlord. In connection with any such transfer of the Letter of Credit by Landlord, Tenant shall, at Tenant's sole cost and expense, execute and submit to the Issuing Bank such applications, documents and instruments as may be necessary to effectuate such transfer, and Tenant shall be responsible for paying the Bank's transfer and processing fees in connection therewith.

**Section 25.4 Maintenance of Letter of Credit by Tenant.** If, as a result of any drawing by Landlord on the Letter of Credit and the application of such proceeds in accordance with Section 25.2 hereof, the amount of the Letter of Credit shall be less than the then-applicable Letter of Credit Amount, Tenant shall, within ten (10) days thereafter, provide Landlord with additional letter(s) of credit in an amount equal to the deficiency, and any such additional letter(s) of credit shall comply with all of the provisions of this Article 25. Tenant further covenants and warrants that it will neither assign nor encumber the Letter of Credit or any part thereof and that neither Landlord nor its successors or assigns will be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

**Section 25.5 Landlord's Right to Draw Upon Letter of Credit.** The use, application or retention of the Letter of Credit, or any portion thereof, by Landlord shall not prevent Landlord from exercising any other right or remedy provided by this Lease or by any applicable law, it being intended that Landlord shall not first be required to proceed against the Letter of Credit, and shall not operate as a limitation on any recovery to which Landlord may otherwise be entitled. Tenant agrees not to interfere in any way with payment to Landlord of the proceeds of the Letter of Credit, either prior to or following a "draw" by Landlord of any portion of the Letter of Credit, regardless of whether any dispute exists between Tenant and Landlord as to Landlord's right to draw upon the Letter of Credit. No condition or term of this Lease shall be deemed to render the Letter of Credit conditional to justify the issuer of the Letter of Credit in failing to honor a drawing upon such Letter of Credit in a timely manner. Tenant agrees and acknowledges that (a) the Letter of Credit constitutes a separate and independent contract between Landlord and the Issuing Bank, (b) Tenant is not a third party beneficiary of such contract, (c) Tenant has no property interest whatsoever in the Letter of Credit or the proceeds thereof, and (d) in the event Tenant becomes a debtor under any chapter of the Bankruptcy Code, neither Tenant, any trustee, nor Tenant's bankruptcy estate shall have any right to restrict or limit Landlord's claim and/or rights to the Letter of Credit and/or the proceeds thereof by application of Section 502(b)(6) of the U. S. Bankruptcy Code or otherwise.

**Section 25.6 Issuing Bank.** If, at any time or from time to time, Landlord determines that an Issuing Bank (i) no longer satisfies the Minimum Rating Agency Threshold, (ii) no longer satisfies the Minimum Capital Threshold, (iii) has been seized or closed by the Federal Reserve

Board, the Federal Deposit Insurance Corporation, the Office of the Comptroller of the Currency, or another governmental or regulatory agency or authority, (iv) has become insolvent, or (v) is unwilling or unable to honor the Letter of Credit or to perform its obligations to honor a draw upon the Letter of Credit, then within ten (10) days after demand, Tenant shall deliver to Landlord a replacement Letter of Credit, issued by a replacement Issuing Bank which satisfies the Minimum Rating Agency Threshold and the Minimum Capital Threshold and otherwise satisfies the requirement of this Article 25.

**Section 25.7 Reduction of Letter of Credit.**

(a) For purposes hereof, the “**Letter of Credit Amount**” shall mean the First Letter of Credit Amount, the Second Letter of Credit Amount, or the Third Letter of Credit Amount, as applicable. The “**First Letter of Credit Amount**” shall mean \$1,559,250.00; the “**Second Letter of Credit Amount**” shall mean \$1,894,084.47; and the “**Third Letter of Credit Amount**” shall mean \$1,052,269.16.

(b) Between the Effective Date and the date which is thirty (30) days after the Freight Elevator Operation Date, the “Letter of Credit Amount” shall be the First Letter of Credit Amount. Between the date which is thirty (30) days after the Freight Elevator Operation Date and the third (3rd) anniversary of the Rent Commencement Date, the “Letter of Credit Amount” shall be the Second Letter of Credit Amount. Between the third (3rd) anniversary of the Rent Commencement Date and the Expiration Date, the “Letter of Credit Amount” shall be the Third Letter of Credit Amount.

(c) By not later than the date which is thirty (30) days after the Freight Elevator Operation Date, Tenant shall either (x) deliver to Landlord a proposed amendment to the Letter of Credit, which amendment shall be reasonably acceptable to the Landlord, increasing the amount of the Letter of Credit to the Second Letter of Credit Amount, or (y) deliver to Landlord a replacement Letter of Credit in the amount of the Second Letter of Credit Amount, which replacement Letter of Credit shall in all respects comply with all of the requirements of this Article 25. Promptly after delivery of either the proposed amendment to the Letter of Credit or proposed replacement Letter of Credit, Landlord will either (A) execute a consent to the proposed amendment in accordance with the terms thereof, or provide its reasonable objections to such proposed consent or amendment, or (B) consent to the cancellation of the existing Letter of Credit and to the exchange of the replacement Letter of Credit in the Second Letter of Credit Amount for such existing Letter of Credit. Time is of the essence of the delivery of either (A) the foregoing amendment to the existing Letter of Credit increasing the amount of the Letter of Credit to the Second Letter of Credit Amount, or (B) the replacement Letter of Credit in the Second Letter of Credit Amount.

(d) For purposes hereof, the “**Letter of Credit Reduction Conditions**” shall mean the following: (i) no Event of Default has occurred under this Lease, and (ii) Tenant shall have provided reasonably satisfactory evidence to Landlord of it having closed on fundraising of not less than \$175,000,000.00 (in the aggregate), which fundraising may be in the form of proceeds of a Series B round of fundraising, public offering, equity financing, royalty payments, license or milestone payments and/or grant funding.

(e) On the third (3<sup>rd</sup>) anniversary of the Rent Commencement Date, provided that the Letter of Credit Reduction Conditions are satisfied, then the Letter of Credit Amount, or cash proceeds, shall be reduced from the First Letter of Credit Amount to the Second Letter of Credit Amount, as follows: (a) if in the form of cash proceeds, Landlord will, within thirty (30) days after receipt of notice from Tenant requesting a reduction in the amount thereof pursuant to this **Section 25.7**, deliver the positive excess, if any, of the cash proceeds then being held by Landlord as a security deposit, over the Second Letter of Credit Amount; or (b) if in the form of a Letter of Credit, Tenant shall either (x) deliver to Landlord a proposed consent to an amendment to the Letter of Credit, which amendment shall be reasonably acceptable to the Landlord, reducing the amount of the Letter of Credit to the Second Letter of Credit Amount, or (y) deliver to Landlord a replacement Letter of Credit in the amount of the Second Letter of Credit Amount, which replacement Letter of Credit shall in all respects comply with all of the requirements of this **Article 25**. Within thirty (30) days after delivery of either the proposed consent to an amendment to the Letter of Credit or proposed replacement Letter of Credit, Landlord will either (A) execute such consent in accordance with the terms thereof, or provide its reasonable objections to such proposed consent or amendment, or (B) consent to the cancellation of the existing Letter of Credit and to the exchange of the replacement Letter of Credit for such existing Letter of Credit.

**ARTICLE 26**  
**[Intentionally Omitted]**

**ARTICLE 27**  
**[Intentionally Omitted]**

**ARTICLE 28**  
**Miscellaneous**

**Section 28.1 Choice of Law.** This Lease and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the Laws of the Commonwealth of Massachusetts, without regard to “conflicts of laws” principals. Landlord and Tenant hereby irrevocably consent to the jurisdiction and proper venue of the state courts of the Commonwealth of Massachusetts. If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remainder of this Lease shall not be affected, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by Law. The headings and titles to the Articles and Sections of this Lease are for convenience only and shall have no effect on the interpretation of any part of this Lease. All of the Schedules and Exhibits attached hereto are incorporated in and made a part of this Lease.

**Section 28.2 Notice of Lease.** This Lease shall not be recorded; provided, however, at request of either party, Landlord and Tenant shall execute, acknowledge and deliver a notice of lease in recordable form and complying with applicable Massachusetts laws, and reasonably satisfactory to both Landlord and Tenant. In no event shall such document set forth the rental or other charges payable by Tenant under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease, and is not intended to vary the terms and conditions of this Lease. Within ten (10) days after the expiration or earlier termination of the Term, Tenant shall enter into such documentation as is reasonably required by Landlord to remove the notice of lease of record.

**Section 28.3 Waiver of Jury Trial.** Landlord and Tenant hereby waive any right to trial by jury in any proceeding, lawsuit, or other legal action in connection with this Lease.

**Section 28.4 Force Majeure.** Whenever this Lease requires the taking of an action by Landlord or Tenant, the period of time for the performance of such action shall be extended by (or, if no time period is specified, the performance of such action shall be forgiven for) the number of days that the performance is actually delayed due to strikes, acts of God, shortages of labor or materials or fuel, insurrections, war, civil disturbances and other causes beyond the reasonable control of the performing party ("**Force Majeure**"). However, events of Force Majeure shall not extend any period of time for the payment of Rent or other sums payable by either party, or any period of time for the written exercise of any option or right by either party. For purposes hereof, financial inability shall not be a cause beyond the reasonable control of any party.

**Section 28.5 Transfer by Landlord.** Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Building and/or Property referred to herein, and upon such transfer Landlord and the assumption by Landlord's successor in interest of all obligations hereunder to be performed by Landlord, shall be released from any obligations and liabilities arising or accruing from and after such transfer or assignment, and Tenant agrees to look solely to the successor in interest to Landlord for the performance of such obligations and liabilities.

**Section 28.6 Brokerage.** Tenant represents to Landlord, and Landlord represents to Tenant, that it has dealt only with the Brokers in connection with this Lease. Tenant shall indemnify and hold Landlord and the Landlord Related Parties harmless from all claims of any other brokers or other persons claiming to have represented Tenant in connection with this Lease. Landlord shall indemnify and hold Tenant and the Tenant Related Parties harmless from all claims of any brokers or other persons claiming to have represented Landlord in connection with this Lease. Landlord shall pay the commissions of the Brokers earned in connection with this Lease in accordance with the terms of a separate agreement between the respective brokers and the Landlord.

**Section 28.7 Authority.** Tenant covenants, warrants and represents that: (1) each individual executing, attesting and/or delivering this Lease on behalf of Tenant is authorized to do so on behalf of Tenant; (2) this Lease is binding upon Tenant; and (3) Tenant is duly organized and legally existing in the state of its organization and is qualified to do business in the state in which the Premises are located. Landlord covenants, warrants and represents that: (1) each individual executing, attesting and/or delivering this Lease on behalf of Landlord is authorized to do so on behalf of Landlord; (2) this Lease is binding upon Landlord; and (3) Landlord is duly organized and legally existing in the state of its organization and is qualified to do business in the state in which with Property is located. Tenant agrees that during the Term and for a period of one (1) year thereafter, neither Tenant nor its agents or any other parties acting on behalf of Tenant shall disclose any matters set forth in this Lease or disseminate or distribute any information concerning the terms, details or conditions hereof (the "**Confidential**



**Information**") to any person, firm or entity without obtaining the express written consent of Landlord unless such disclosure shall be required by law, regulation or administrative authority, or except as may be disclosed to Tenant's partners, officers, directors, employees, brokers and attorneys or in Tenant's ordinary course of fundraising or financing, provided that any recipient from Tenant of the Confidential Information is required by Tenant to keep the Confidential Information confidential in accordance with the terms of this Section 28.7. If there is more than one Tenant, or if Tenant is comprised of more than one party or entity, the obligations imposed upon Tenant shall be joint and several obligations of all the parties and entities. Notices, payments and agreements given or made by, with or to any one person or entity shall be deemed to have been given or made by, with and to all of them. Each term and each provision of this Lease to be performed by the Tenant shall be construed to be both a covenant and a condition.

**Section 28.8 Time of the Essence.** Time is of the essence with respect to Tenant's exercise of any expansion, renewal or extension rights granted to Tenant. This Lease shall create only the relationship of landlord and tenant between the parties, and not a partnership, joint venture or any other relationship. This Lease and the covenants and conditions in this Lease shall inure only to the benefit of and be binding only upon Landlord and Tenant and their permitted successors and assigns.

**Section 28.9 Survival.** The expiration of the Term, whether by lapse of time or otherwise, shall not relieve either party of any obligations which accrued prior to or which may by their terms continue to accrue after the expiration or early termination of this Lease.

**Section 28.10 Drafts of Lease.** Landlord has delivered drafts of this Lease to Tenant for Tenant's review only, and the delivery of drafts of this Lease shall not constitute an offer to Tenant, an option or the acceptance of an offer. This Lease shall not be binding upon either party or effective against any party hereto unless and until an original version of this Lease has been executed and delivered by Landlord.

**Section 28.11 No Other Agreements.** All understandings and agreements previously made between the parties are superseded by this Lease, and neither party is relying upon any warranty, statement or representation not contained in this Lease. This Lease may be amended or modified only by a written agreement signed by both Landlord and Tenant.

**Section 28.12 Financial Statements.** Tenant shall provide Landlord with its most recent current audited financial statements (including balance sheets and income/expense statements), prepared and certified by an independent certified public accountant, at such times as may be requested by Landlord from time-to-time; provided, however, Landlord shall not request such financial statements (i) more than once in any twelve (12) month period, or (ii) as required in connection with a sale or financing of the Building or Property. In the event that Tenant does not have audited financial statements, Tenant may provide unaudited financial statements to Landlord, which unaudited financial statements shall be certified as true, correct and complete by Tenant's chief financial officer.

**Section 28.13 Landlord Defaults.** Landlord shall in no event be in breach or default in the performance of any of Landlord's obligations under this Lease or any warranties or promises hereunder unless Landlord shall have failed to perform such obligations within thirty (30) days,

or, if such default is not reasonably susceptible of being covered within said thirty (30) day period, provided Landlord is diligently prosecuting to completion the cure of such default, such additional time as is reasonably required to correct any such default, after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation. Without limitation, in no event shall Tenant have the right to terminate or cancel this Lease or to withhold rent or to set-off any claim or damages against rent as a result of any default by Landlord or breach by Landlord of its obligations or any warranties or promises hereunder, except as expressly set forth in this Lease or in the case of a wrongful eviction of Tenant from the Premises (constructive or actual) by Landlord continuing after notice to Landlord thereof and a reasonable opportunity for Landlord to cure the same as set forth above. In addition, the Tenant shall not assert any right to deduct the cost of repairs or any monetary claim against the Landlord from Rent thereafter due and payable under this Lease, but shall look solely to the interests of the Landlord in the Property for satisfaction of any such claim.

**Section 28.14 Signage.** The lobby area of the Building shall contain a directory or directories, which shall be in a location or locations providing reasonable visibility from each entrance to the Building. Tenant shall be entitled to listings on each directory installed from time-to-time in the lobby area of the Building. From time to time, upon request, Landlord will modify each such directory to reflect such changes in the listings as Tenant shall request. In addition, Tenant shall have the right to have a sign identifying Tenant installed on the door of the Premises. All aspects of said door signage (including the size, location, design, materials, colors and appearance thereof) shall be subject to the prior review and approval of Landlord in all respects, which approval shall not be unreasonably withheld, conditioned or delayed. If Landlord grants any other tenant of the Building the right to install signage on the exterior of the Building, or on any monument signage located on the Property, then VOR BioPharma, Inc. shall have the right to have signage of equal size and prominence installed on the exterior of the Building or on such monument signage located on the Property, as applicable; provided, however, the rights with respect to such exterior Building Signage and/or monument signage are and shall be personal to VOR BioPharma, Inc, and in no event shall any successor to VOR BioPharma, of any kind or description, have any such rights to exterior Building signage or monument signage. All aspects of said exterior Building signage and/or monument signage (including the size, location, design, materials, colors and appearance thereof) shall be subject to the prior review and approval of Landlord in all respects, which approval shall not be unreasonably withheld, conditioned or delayed.

**Section 28.15 Parking.** During the Term, Landlord will provide or will cause the garage operator to provide two (2) parking passes per every 1,000 rentable square feet of the Premises, for use of unreserved parking spaces located in the structured parking garage commonly known as 140 CambridgePark Drive or the structured parking facilities commonly known as 88 CambridgePark Drive and/or 160 CambridgePark Drive, respectively, as may be designated by Landlord from time-to time (each, a "**Parking Facility**"). In the event that Tenant surrenders any of the parking passes during the Term, Tenant's right to receive the surrendered parking passes at a future date shall be subject to availability. Commencing on the Commencement Date and thereafter throughout the Term, Tenant shall pay, as Additional Rent, a monthly parking charge for such parking passes. For the first twelve (12) months of the Term, the monthly parking charge shall be \$150.00 per month per parking pass. Commencing on the first (1<sup>st</sup>) anniversary of the Commencement Date, and on each subsequent anniversary of the

Commencement Date, the monthly parking charge per parking pass shall be increased to be an amount equal to one hundred and four percent (104%) of the monthly parking charge per parking pass payable during the immediately preceding twelve (12) month period. The parking passes shall be used only for parking duly registered and operating private passenger motor vehicles owned and operated by Tenant or its employees. Except for transfers of any parking passes to permitted subtenants, assignees and/or pursuant to a Permitted Transfer, the parking passes shall not be transferable. Landlord shall have the right from time to time to designate the location of parking spaces and to promulgate reasonable rules and regulations regarding the Parking Facilities and the use thereof. Tenant shall comply with and cause its employees to comply with all such rules and regulations as well as all reasonable additions and amendments thereto. Except to the extent otherwise provided in M.G.L. Chapter 186, Section 15, neither the operator of the Parking Facility nor Landlord shall be liable for any loss, injury or damage to persons using the Parking Facility or motor vehicles or other property therein, and, to the fullest extent permitted by law, the use of the Parking Facility shall be at the sole risk of Tenant and its employees.

**Section 28.16 No Partnership.** No provision contained in this Lease shall be considered or construed to create a partnership or joint venture between Landlord and Tenant, or to create any other relationship between the parties, other than that of landlord and tenant.

*[Signatures on next page]*

Landlord and Tenant have executed this Lease as of the day and year first above written.

**LANDLORD:**

**PPF OFF 100 CAMBRIDGE PARK DRIVE, LLC,**  
a Delaware limited liability company

By: PPF OFF Cambridge Park Holdings, LLC,  
a Delaware limited liability company,  
its member

By: PPF MASS REIT, LLC,  
a Delaware limited liability company,  
its member

By: PPF OP, LP,  
a Delaware limited partnership,  
its sole member

By: PPF OPGP, LLC,  
a Delaware limited liability company,  
its general partner

By: Prime Property Fund, LLC,  
a Delaware limited liability company,  
its sole member

By: Morgan Stanley Real Estate Advisor, Inc.,  
a Delaware corporation,  
its Investment Adviser

By: /s/ Jennie Pries Friend  
Name: Jennie Pries Friend  
Title: Managing Director

**TENANT:**

**VOR BIOPHARMA, INC.,**  
a Delaware corporation

By: /s/ Robert Ang  
Name: Robert Ang  
Title: CEO

EXHIBIT A-1

**FLOOR PLAN OF PREMISES – 4TH FLOOR**

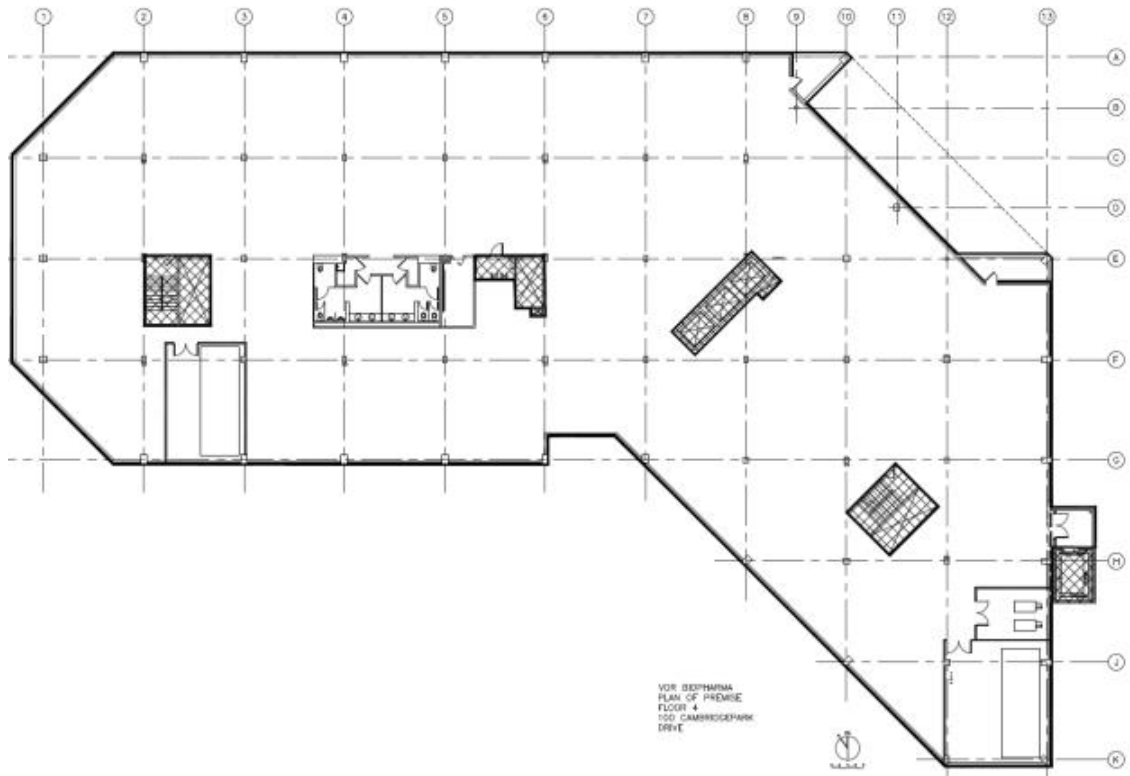


EXHIBIT A-1

EXHIBIT A-2

**FLOOR PLAN OF PREMISES – TENANT MATERIALS STORAGE AREA- 1<sup>ST</sup> FLOOR**

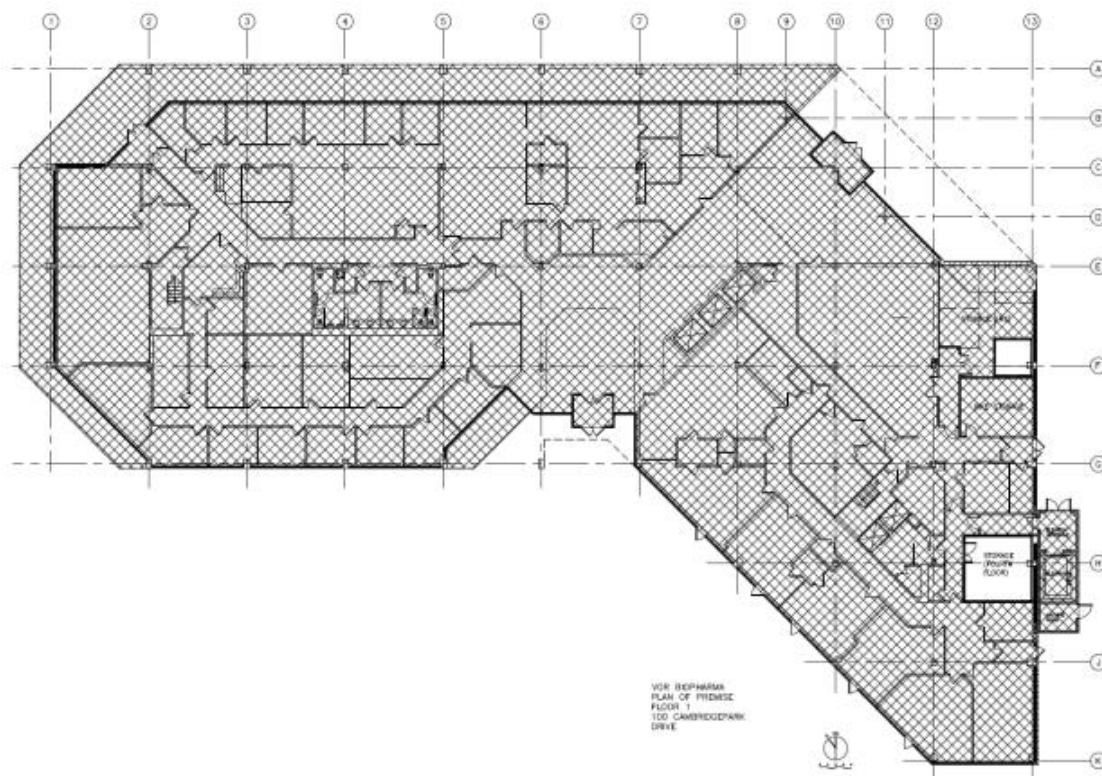


EXHIBIT A-2

**EXHIBIT A-3**

**FLOOR PLAN OF PH NEUTRALIZATION AREA- 3RD FLOOR**

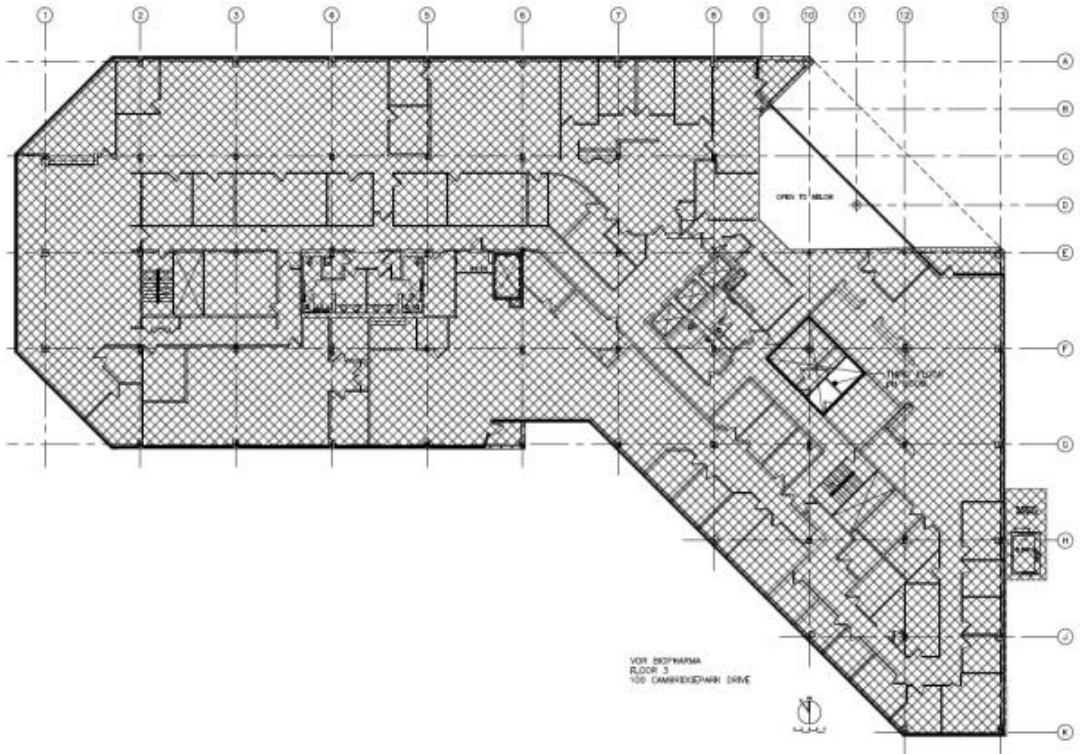


EXHIBIT A-3

**EXHIBIT A-4**

**PLAN OF PENTHOUSE AREA AND ROOFTOP AREA**

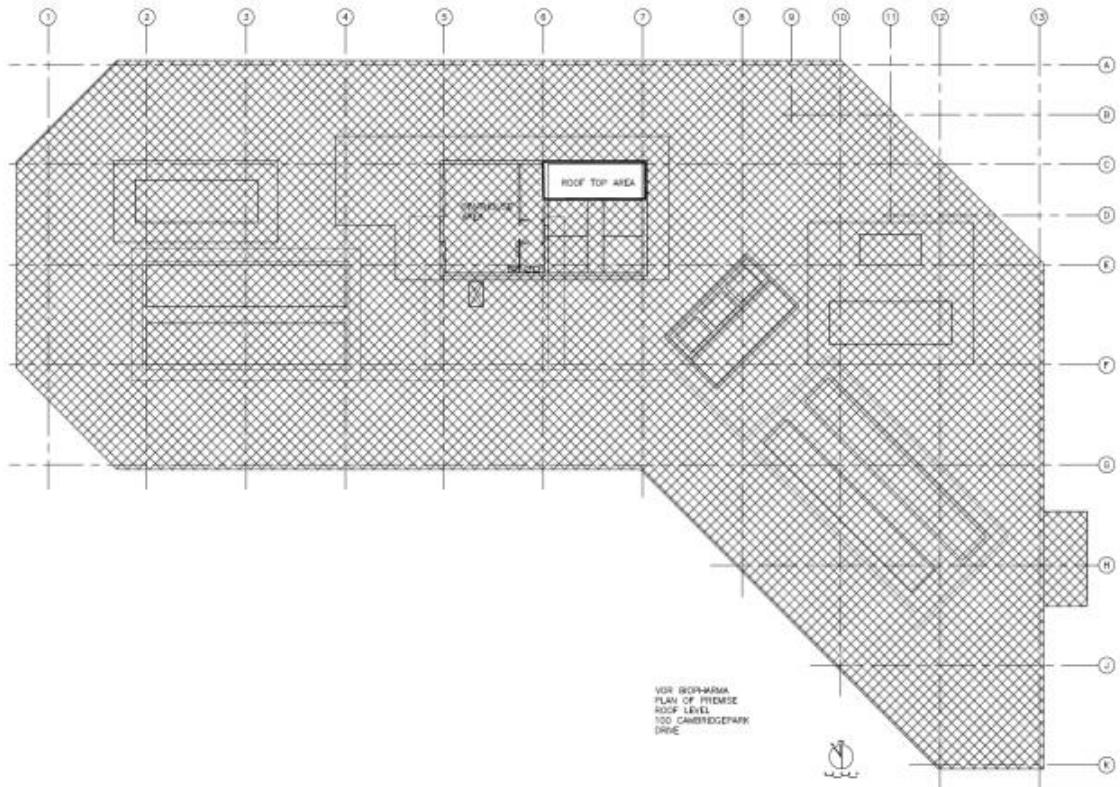


EXHIBIT A-4



**EXHIBIT B**

**FORM OF COMMENCEMENT DATE LETTER**

Date:

Tenant:

Address:

Re: Commencement Letter with respect to that certain Lease dated as of \_\_\_\_\_ by and between \_\_\_\_\_, as Landlord, and \_\_\_\_\_, as Tenant, for \_\_\_\_\_ square feet of Rentable Area on the \_\_\_\_\_ floor of the Building located at \_\_\_\_\_.

Dear: \_\_\_\_\_:

In accordance with the terms and conditions of the above referenced Lease, Tenant accepts possession of the Premises and agrees:

- A. The Commencement Date of the Lease is \_\_\_\_\_;
- B. The Rent Commencement Date of the Lease is \_\_\_\_\_;
- C. The Expiration Date of the Lease is \_\_\_\_\_.

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing all 3 counterparts of this Commencement Letter in the space provided and returning 2 fully executed counterparts to my attention.

Sincerely,

\_\_\_\_\_  
Property Manager

Agreed and Accepted:

Tenant: \_\_\_\_\_

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

Name:

Title:

Date:

EXHIBIT B

EXHIBIT C

BASE BUILDING WORK MATRIX

<u>System</u>	<u>Description</u>	<u>Base Building</u>	<u>Tenant Work</u>
<b>LEED Certification</b>	LEED Gold or Silver Core & Shell LEED Certification LEED Certification of tenant spaces. (If desired by tenant)	N/A	X
<b>Building Code</b>	Base Building construction in accordance with requirements of Massachusetts State Building Code Tenant area construction in accordance with requirements of Massachusetts State Building Code, current edition at time of filing	X	X
<b>Site Work</b>	All site work from the Building face to back of curb, sidewalks, exterior lighting, landscaping Building sanitary sewer connection Building domestic water connection Building natural gas connection Building electrical gas connection Tel./data conduits from outside building into basement room	X X X X X X	
<b>Building Shell</b>	Building envelope systems Enclosed mechanical penthouse for base building systems and any allocations for tenant equipment	X X	
<b>Structural</b>	14'-0" floor-to-floor height on the Ground Floor 12'-6" floor-to-floor height for typical lab-ready floors Floor systems on all floors capable of supporting live load criteria of 80 PSF. Loading dock shall be designed for 250 PSF. Floors designed to vibration design criteria for typical office use. All pads, curbs, access platforms and support systems required to support and enable access to Tenant mechanical equipment, and/or Tenant modifications to Base Building systems. Any structural improvements, modifications required to meet more stringent floor vibration criteria, openings, modifications or other changes to the Base Building structural system requested by or on behalf of Tenant.	X X	X X

<u>System</u>	<u>Description</u>	<u>Base Building</u>	<u>Tenant Work</u>
<b>Base Building Common Areas</b>	Ground floor lobby.	X	
	Loading dock including loading bays, dock equipment, trash, recycling, and allocations for tenant staging and storage.	X	
	Service rooms - i.e., electrical vault, main electrical service rooms, main tel/data demarcation room, water and gas entry rooms, fire pump room – all above flood Level	X	
	Exit stairs and passageways.	X	
	Toilet rooms, janitor closets, tel/data and electric closets, and egress stairways serving each floor. Common corridors and elevator lobbies on multi-tenant floors.	X	
<b>Vertical Transportation</b>	Passenger elevators accessing lobby and upper occupied floors	X	
	Service elevator from lowest below-grade level to highest penthouse level	X	
<b>Tenant Areas</b>	Vapor barrier and insulation at exterior walls.	X	
	Light gage framing, interior drywall, and finish at exterior walls.		X
	Enclosure and finish on interior columns		X
	Shaft enclosures for Base Building systems.	X	
	Shaft enclosures allocated for Tenant systems.		X
<b>Window Treatment</b>	Additional tenant-specific shaft enclosures allocated for Tenant systems.		X
	Partitions, ceilings, flooring, finishes, doors (including suite entry doors), millwork and all related office and laboratory fit-out within Tenant areas.		X
	Building standard perimeter soffits, window sills, and blinds or shades at all windows.		X
<b>HVAC System</b>	The base building HVAC System is designed to support a 50/50 mix of laboratory and office uses on lab-ready tenant floors, together with retail and common uses on the ground floor. Services and systems for the retail space are separate from the services and systems for the Tenant, except that water will be metered by the City at the building entrance and sub-metered by the Building BAS; and shaft space will be allowed for retail restaurant space exhaust.	X	

<u>System</u>	<u>Description</u>	<u>Base Building</u>	<u>Tenant Work</u>
	General make up air and exhaust system with heat recovery coils and run around loop capacity based on 1 CFM/usable SF for offices, 1.50 CFM/usable SF for labs, assuming a 50% office / 50% lab split.	N/A	
	Lab fume hood exhaust systems on the roof	X	
	Additional and specialty dedicated exhaust fans and air handling units, with noise and reinterment subject to Landlord review. Retail restaurant exhaust duct and fan.		X
	Hot water boiler system.	X	
	Construction and finish of space on mechanical floors and/or penthouse to accommodate "off-floor" base building infrastructure	X	
	RODI water skid system – acquisition and installation	18.2%	81.8%
	Vacuum, compressed air.		X
	Tenant specialty lab equipment installed on mechanical floors and/or penthouse		X
	Shaft space for tenant duct risers.	X	
	Shaft space for tenant pipe risers.	X	
	Supply and exhaust air ductwork, piping, VAV boxes, registers and controls for HVAC in building and floor common spaces.	X	
	Supply and exhaust air ductwork, piping, VAV boxes, registers and controls for HVAC within the tenant space.		X
	Specialty exhaust air, make-up air, humidification, dehumidification, and piping systems for tenant needs.		X
	Electricity, airflow, natural gas, and cooling water will be sub-metered.		X
	Base building services.	X	
<b>Natural Gas System</b>	Gas service capable of providing medium-pressure service from utility to accommodate both Base Building equipment and projected Tenant loads.	X	
	Gas piping for Base Building equipment.	X	
	Gas piping for tenant equipment.		X
<b>Plumbing System</b>	Building common toilet and shower room plumbing and fixtures to meet code requirements for laboratory use.	X	
	Booster pumps to provide sufficient psi at the top tenant floor. Valved take-offs at each floor.	X	

<u>System</u>	<u>Description</u>	<u>Base Building</u>	<u>Tenant Work</u>
	Grease trap for retail restaurant		X
	Waste and vent risers on each floor, for tie-ins for domestic use are located in distributed vertical utility chases through each floor plan.		X
	Tenant's non-potable boilers and water heaters for laboratory use and for small specialty use such as kitchenettes in in tenant areas.		X
	Distribution of domestic cold water from base building risers.		X
	PH System	X	
	Lab waste stacks for tenant to connect to PH System		X
	Laboratory waste collection sampling ports		X
	Laboratory waste neutralization system including; PH Room and plumbing to the street.	X	
	Laboratory gases (i.e. Tenant's head-end, distribution piping, and termination of gas services i.e. high-purity water, compressed air, vacuum, nitrogen, and other gases.)		X
	Tempered Water System & Piping within tenant space		X
	Tempered water heater and distribution piping to Building Common area emergency eyewash/shower units.	X	
	Tempered water heater and distribution piping to Tenant area emergency eyewash/shower units.		X
	Air distribution shall be metered by the BAS for all tenants through individual terminal units.		X
<b>Metering</b>	Potable/non-potable, primary/secondary chilled water, and heating and re-heat water within Tenant areas can be metered at Tenant's option. Building standard meters shall be provided by tenant.		X
	Primary service feeds.	X	
	Building electrical service.	X	
	Bus duct risers to electrical rooms on each floor. Allocation does not include power for central MEP equipment (base building equipment and/or tenant additional equipment) located on mechanical floors or in the penthouse.		
	Power for shell and core equipment will be provided by means of a separate distribution arrangement.	X	

<u>System</u>	<u>Description</u>	<u>Base Building</u>	<u>Tenant Work</u>
	Bus Duct taps, CT cabinets, utility company metering, and feeders to tenant space. Meters shall be located on every floor per utility company requirements.		X
	Electrical panels, transformers, receptacles & lighting in Building and Floor Common areas.	X	
	Electrical panels, transformers, receptacles & lighting in Tenant areas.		X
	Life safety lighting in Building Common areas.	X	
	Life safety lighting in Tenant areas.		X
	Life safety emergency generator(s) for code-required Base Building egress lighting, fire alarm systems, elevators and fire pumps. (Describe if any emergency power is allocated for tenant exhaust systems.)	X	
	Additional Standby power system		X
	Stand-by power system capacity in up to 5 watts per SF provided by Landlord. UPS, and all associated equipment to provide stand-by power as required by Tenant, with noise and emissions subject to Landlord approval.	X	
	Fuel oil storage tank, transfer pumps and distribution piping for Base Building emergency power generation.	X	
	Fuel oil storage tank, transfer pumps and distribution piping for Tenant-specific stand-by power generation.		X
	Lightning protection system, for building and Base Building equipment.	X	
	Lightning protection system for tenant equipment.		X
	Combination sprinkler/standpipe system with fire department valves and based on light hazard occupancy, including:		
	Fire department connection, alarm valve flow protection and standpipe in each stair.	X	
	Fire Pump and all related controls	X	
	Flow control valve station in stair at each floor.	X	
	Primary feed / loop downstream of flow control valve.	X	
	Building Common area sprinkler heads and piping.	X	
	Tenant area sprinkler heads and piping.		X
<b>Fire Protection System</b>			

<u>System</u>	<u>Description</u>	<u>Base Building</u>	<u>Tenant Work</u>
	Special extinguishing systems for Tenant requirements.		X
	Modification of sprinkler/standpipe system to suit tenant build-out and Tenant hazard index.		X
	Fire Extinguisher Cabinets in Building Common areas with appropriate Fire Extinguisher.	X	
	Building standard Fire Extinguisher Cabinets in Tenant areas with appropriate Fire Extinguisher.		X
<b>Fire Alarm System</b>	Base Building expandable addressable fire alarm system that meets all high-rise code requirements. Base Building system to include separate circuits and a fire alarm terminal cabinet on each floor ready for connection by Tenant.	X	
	Detection and annunciation devices in Building Common areas.	X	
	Detection, annunciation and all wiring in Tenant areas and as required to connect to the Base Building system.		X
<b>Tel./Data System</b>	Building Common demarcation room, connected to two tel./data closets on each floor with sleeves through each floor to each closet.	X	
	Tel. / data wiring, conduits and outlets for Tenant areas from Building and Floor Common tel. / data closets, plus extensions from closets to the demarcation room for Tenant carrier services.		X
<b>Security System</b>	Building wide security network system for monitoring and access control at building entrances and loading dock.	X	
	Card access at Building main entries, service doors, and traveling cable connections for elevators	X	
	Electrified door hardware and wiring on interior egress doors.	X	
	Card access control and/or alarm systems into or within Tenant's premises. Access control at egress doors must be connected to the Base Building Fire Alarm system.		X
<b>Signage</b>	Lobby security desk with CCTV monitors and loading dock controls.	X	
	Building and site exterior address, directional, and building identity signage.	X	

<u>System</u>	<u>Description</u>	<u>Base Building</u>	<u>Tenant Work</u>
	Building and Floor Common areas interior signage.	X	
	Signage within Tenant areas.	X	
	Tenant exterior signage subject to Landlord approval. Landlord will design, permit and install.		X

EXHIBIT C -7-



**EXHIBIT D**

**WORK LETTER**

This Work Letter sets forth the terms and conditions relating to the construction of the initial tenant improvements in the Premises. This Work Letter is essentially organized chronologically and addresses the issues of the construction of the Premises, in sequence, as such issues will arise during the actual construction of the Premises. All references in this Work Letter to Articles or Sections of "this Lease" shall mean the relevant portion of the Lease to which this Work Letter is attached as Exhibit D and of which this Work Letter forms a part, and all references in this Work Letter to Sections of "this Work Letter" shall mean the relevant portion of this Work Letter.

**1. LANDLORD WORK AND MAXIMUM ALLOWANCE AMOUNT**

Landlord shall build-out the Premises which shall include the construction of all alterations expressly and specifically set forth on the Construction Documents (collectively, the "Landlord's TI Work") at Landlord's cost and expense; provided, however, in no event shall Landlord be obligated to incur more than \$6,067,630.00 (the "Maximum Allowance Amount") arising out of or in connection with the performance of the Landlord's TI Work, and the obligations of Landlord to perform the Landlord's TI Work shall in all respects be subject to the payment by Tenant of any applicable Over-Allowance Amount (as hereinafter defined). The Landlord's TI Work shall be performed in a first-class, workmanlike manner.

**2. CONSTRUCTION DOCUMENTS**

2.1 Selection of Architect. Landlord has retained RE Dinneen (the "Architect") and AHA as the MEP engineer to prepare the Construction Documents (defined in Section 2.3) for the Landlord's TI Work. All Construction Documents shall comply with the drawing format and specifications as determined by Landlord, and shall be subject to approval by both Landlord and Tenant as set forth herein.

2.2 Final Space Plan. Tenant has approved the preliminary space plan prepared by the Architect, on behalf of the Contractor, attached as Attachment 1 hereto (the "Fit Plan"). On or before the date set forth in Attachment 2, attached hereto, the Architect shall prepare a more detailed space plan (the "Space Plan") for Tenant for the Premises, which Space Plan shall be reasonably consistent with the Fit Plan. The Architect shall deliver the Space Plan and the Contractor (as hereinafter defined) shall deliver a preliminary budget for the cost of performing the work shown on the Space Plan to Landlord and Tenant for their approval. Landlord and Tenant shall review and provide any comments and requested changes to the Space Plan within five (5) Business Days of receipt thereof. In the event that Tenant or Landlord have any comments or requested changes to the Space Plan, Landlord shall use reasonable efforts to cause the Architect to prepare and circulate a modified Space Plan within five (5) Business Days of Architect's receipt of any requested changes from Tenant or Landlord. Such process of submittal and response within the time frames specified in the preceding sentence shall continue until each of Landlord and Tenant gives written approval to the Space Plan, with the understanding that the Final Space Plan (as defined below) shall be approved no later than the

date set forth for such approval on Attachment 2. Once Landlord and Tenant approve the Space Plan, the Space Plan shall be considered to be final (the "Final Space Plan"). Time is of the essence of this Section 2.2.

2.3 Construction Documents. On or before the date set forth in Attachment 2, provided that the Final Space Plan is approved by the date set forth in Attachment 2, the Architect will prepare draft construction documents consistent with the Final Space Plan which draft construction documents and a preliminary budget for the cost of performing the work shown on the draft construction documents shall be submitted to Landlord and Tenant for their approval. Landlord and Tenant shall review and provide any comments or requested changes to the draft construction documents within five (5) Business Days of receipt thereof, and Landlord shall use reasonable efforts to cause the Architect to prepare and circulate modified draft construction documents within five (5) Business Days of its receipt of any requested changes from Tenant or Landlord. In no event may Tenant require any changes to the draft construction documents that are inconsistent with the Final Space Plan, except to the extent such changes are a part of any value engineering performed by Tenant in accordance with Section 3.4 hereof. Such process of submittal and response within the time frames specified in the preceding sentence shall continue until each of Landlord and Tenant gives written approval to such draft construction documents, and the draft construction documents shall be considered final once approved by the Landlord and the Tenant, with the understanding that the draft construction documents shall be approved no later than the date set forth for such approval on Attachment 2. Once Landlord and Tenant approve the draft construction documents, the draft construction documents shall be considered to be final construction documents (the "Approved Construction Documents"). Time is of the essence of this Section 2.3.

2.4 Tenant Changes. Subject to the provisions of Section 3.4 of this Work Letter, Tenant may, from time to time, prior to the commencement of the respective component of the Landlord's TI Work, but following the completion of the Approved Construction Documents, request a change in the Landlord's TI Work shown on the Approved Construction Documents ("Tenant Change"). Each such proposed Tenant Change shall be subject to the prior approval of Landlord, not to be unreasonably withheld or conditioned, and which approval shall be granted or denied within five (5) Business Days after delivery of such Tenant Change to Landlord. Landlord shall have no obligation to approve or perform any Tenant Change if, in Landlord's reasonable judgment, such Tenant Change (i) would delay completion of the Landlord's TI Work beyond the Substantial Completion Date set forth on Attachment 2; (ii) would materially increase the cost of performing the Landlord's TI Work or any other work in the Building, unless in each case Tenant agrees to pay such costs based on Landlord's Change Estimate Notice (as defined below), (iii) are incompatible with the design, quality, equipment or systems of the Building or otherwise require a change to the existing Building systems or structure, each in a manner that would not otherwise be required in connection with the improvements contemplated by the Fit Plan, (iv) is not consistent the first class nature of the Building, or (v) otherwise do not comply with the provisions of the Lease.

2.5 Permits. Following the approval of the Approved Construction Documents, the Contractor (as hereinafter defined) shall submit the Approved Construction Documents to the appropriate municipal authorities for all applicable building permits necessary to allow the Contractor to commence and fully complete the construction of the Landlord's TI Work (the "Permits").

2.6 Time Deadlines. The applicable dates for approval of items, plans and drawings as described in this Section 2, Section 3, below, and in this Work Letter are set forth in Attachment 2 (the "Time Deadlines") attached hereto.

### 3. CONTRACTOR AND COSTS OF TENANT CHANGES

3.1 Contractor. Landlord shall engage PIDC Construction (the "Contractor") to perform the Landlord's TI Work. The contract with the Contractor shall be on the basis of a guaranteed maximum price (the "GMP"). The GMP shall be determined based upon the following:

- Contractor's Fee: 3.5% of the total project costs of the Landlord's TI Work.
- Cost of the Landlord's TI Work: Determined based on bids obtained from subcontractors in accordance with Section 4.7 below.
- Contingency: 5% of the total project costs of the Landlord's TI Work.

3.2 Cost Proposal. Following approval of the Approved Construction Documents, Landlord shall provide Tenant with a cost proposal in accordance with the Approved Construction Documents, which cost proposal shall include, as nearly as possible, the cost of all Landlord's TI Work to be incurred by Tenant in connection with the design and construction of the Landlord's TI Work and shall include a GMP proposal from Landlord's Contractor in accordance with Section 3.1 above (collectively, the "Cost Proposal"). The Cost Proposal shall include, among other things, a project management fee payable to the Landlord's project manager of three and one-half percent (3.5%) of the project costs, the Contractor's fee, general conditions, and a reasonable contingency. The Cost Proposal may include early trade release packages for long lead time items such as mechanical equipment. Tenant shall approve the Cost Proposal within five (5) Business Days of the receipt of the same; provided, however, (i) if Tenant is not satisfied with the amount of the general conditions set out in the Cost Proposal, then Tenant shall have the right, within five (5) Business Days following its receipt of the Cost Proposal, to request that Landlord and Tenant jointly engage a mutually acceptable independent contractor or construction consultant to conduct a peer review of the amount of the general conditions set out in the Cost Proposal (the costs of said peer review to be shared equally by Landlord and Tenant); and (ii) Tenant shall have the right to request Tenant Changes to the Approved Construction Documents within such five (5) Business Days following its receipt of the Cost Proposal for the purpose of value engineering, in which event the Landlord will cause the Architect to revise the Approved Construction Documents based upon the changes requested by Tenant, as aforesaid, and the Contractor to provide a new Cost Proposal to Landlord and Tenant for their approval. Without limitation, the approval by Tenant of the Cost Proposal shall not be unreasonably withheld, conditioned or delayed. Upon Tenant's approval of a Cost Proposal, Landlord shall cause the Contractor to purchase the items set forth in the Cost Proposal and to commence the performance of the Landlord's TI Work. The date on which Tenant approves the Cost Proposal shall be known hereafter as the "Cost Proposal Delivery Date". Time is of the essence of this Section 3.2.

3.3 Over-Allowance Amount. If the amount of the Cost Proposal is equal to, or less than, the Maximum Allowance Amount, then Tenant shall not be obligated to pay any of the costs and expenses of the Landlord's TI Work. If the amount of the Cost Proposal exceeds the Maximum Allowance Amount (the amount of such excess, the "Over Allowance Amount"), then Tenant shall pay to Landlord the Over Allowance Amount. Tenant shall make progress payments to Landlord on account of the Over Allowance Amount on a monthly basis, within thirty (30) days of receipt of each Billing (as hereinafter defined). Each such monthly payment shall be an amount equal to the amount of the subject Billing, multiplied by a fraction, expressed as a percentage, the numerator of which is the Over Allowance Amount, and the denominator of which is the total amount of the Cost Proposal. Notwithstanding the foregoing, from and after the date that Landlord has contributed the Maximum Allowance Amount towards the costs and expenses of the Landlord's TI Work, Tenant shall pay one hundred percent (100%) of each Billing. A Billing may not be submitted by Landlord to Tenant more than one time per calendar month. A "Billing" shall be defined as any invoice from Landlord setting forth in reasonable detail the amount due from Tenant, and shall include invoices from contractors, vendors and service providers, and applications for payment from the Contractor for work completed through the date of the Billing, as certified by the Contractor. Unless otherwise agreed by the parties, all Landlord's TI Work paid for by the Over-Allowance Amount shall be deemed Landlord's property under the terms of the Lease. Tenant hereby acknowledges and agrees that Tenant shall be responsible for all costs associated with the Landlord's TI Work to the extent the same exceed the Maximum Allowance Amount (notwithstanding the content of the Cost Proposal). All amounts payable by Tenant hereunder constitute Additional Rent payable pursuant to the Lease, and the failure of Tenant to timely pay same shall be an Event of Default.

3.4 Cost of Tenant Changes. If Tenant shall request a Tenant Change, then Landlord shall provide Tenant in writing (a "Landlord's Change Estimate Notice") with (x) the estimated additional costs of design and/or construction of the Landlord's TI Work that Landlord determines will be incurred as a result of such Tenant Change, on an order of magnitude basis, and (y) the estimated Tenant Delay, if any, as a result of such proposed Tenant Change. Tenant shall, within three (3) Business Days following receipt of Landlord's Change Estimate Notice, notify Landlord in writing whether it elects to proceed with the applicable Tenant Change or to withdraw such proposed Tenant Change. Tenant's failure to respond in such three (3) Business Day period shall be deemed to be an election to withdraw the proposed Tenant Change. In no event will Landlord have any obligation to implement a proposed Tenant Change unless and until Tenant confirms in writing its acceptance of the additional costs and/or Tenant Delays, if any, resulting from the proposed Tenant Change, as set forth in the Landlord's Change Estimate Notice. The cost of any Tenant Change shall be determined on a net basis; i.e. taking into account the savings, if any, resulting from such Tenant Change. Without limitation, Tenant acknowledges that any extension of time due to a Tenant Change will not cause an extension of the Commencement Date. Landlord shall be authorized to proceed with work described in a Tenant Change upon receipt of Tenant's notice to proceed following the giving of Landlord's Change Estimate Notice. Time is of the essence of this Section 3.4.

**4. COMPLETION OF THE LANDLORD WORK; COMMENCEMENT DATE**

4.1 Substantial Completion. “Substantial Completion” shall be the date that (1) Landlord completes construction of Landlord’s TI Work substantially in accordance with the Approved Construction Documents, other than minor work which does not materially affect Tenant’s use of, or access to, the Premises, (2) the Premises and those portions of the Common Areas of the Building which affect Tenant’s occupancy of the Premises are in conformance with all applicable Laws, (3) all structural elements and subsystems of the Building which serve the Premises, including but not limited to HVAC, mechanical, electrical, lighting, plumbing, and life safety systems, are in good working condition and repair, (4) Landlord has delivered to Tenant a certificate of substantial completion from the Architect stating that the Landlord’s TI Work is substantially complete, and (5) all governmental inspections of Landlord’s TI Work which are required in order for Tenant to be permitted to lawfully occupy the Premises have been completed.

4.2 Tenant Delay of the Substantial Completion of the Premises. Each of the following shall constitute a “Tenant Delay”:

4.2.1 Tenant’s failure to comply with the Time Deadlines;

4.2.2 Tenant’s failure to timely approve any matter requiring Tenant’s approval within the time periods set forth in this Work Letter (which shall mean any period longer than five (5) Business Days or such shorter time period as may be expressly set forth in this Work Letter) except to the extent that Tenant is deemed to consent to any such request for approval in accordance with the terms of this Work Letter;

4.2.3 A breach by Tenant of the material terms of this Work Letter or the Lease (provided that Landlord shall provide Tenant prior written notice specifying the nature of the breach and resulting delay);

4.2.4 Any Tenant Change;

4.2.5 Tenant’s requirement for materials, components, finishes or improvements which are not available in a commercially reasonable time given the anticipated date of Substantial Completion, as set forth in Attachment 2, after having been informed, in writing, by Landlord that such materials, components, finishes or improvements will cause a delay in completion of the Landlord’s TI Work; and/or

4.2.6 Any other act or omission of Tenant or anyone acting by, through or under Tenant that causes a delay in the Landlord’s TI Work or any process described in this Work Letter (provided that Landlord shall provide Tenant with written notice specifying the nature of the acts or omissions giving rise to the delay and the resulting delay promptly after Landlord acquires actual knowledge thereof).

Any increased costs of the Landlord's TI Work arising out of or resulting from Tenant Delay shall be paid by Tenant to Landlord in accordance with Section 3.3 above as an addition to the Over Allowance Amount.

The determination of the length of any Tenant Delay shall be as follows: (i) any delays pursuant Sections 4.2.1 and 4.2.2 in the definition of Tenant Delay shall be equal to one (1) day for each day that the applicable Tenant Delay continues beyond the applicable time period required under this Lease, (ii) any delays pursuant to Sections 4.2.4 and 4.2.5 in the definition of Tenant Delay shall be equal to the number of days set forth in Landlord's Change Estimate Notice or any other notice delivered to Tenant by Landlord pursuant to the terms of Section 4.2.5 hereof, and (iii) with respect to any other Tenant Delay, (x) in no event shall any act or omission be deemed to be a Tenant Delay until and unless Landlord has given Tenant written notice (the "Tenant Delay Notice") advising Tenant (A) that a Tenant Delay is occurring, and (B) of the basis on which Landlord has determined that a Tenant Delay is occurring, and (y) no period of time prior to the time that Tenant receives a Tenant Delay Notice shall be included in the period of time charged to Tenant pursuant to such Tenant Delay Notice.

4.3 Walk-through and Punchlist. Upon Substantial Completion the Contractor shall inspect the Premises with a representative of Tenant and prepare a mutually acceptable punch list of unfinished items of the Landlord's TI Work. The items listed on such punch list shall be completed by the Contractor within thirty (30) days after the approval of such punch list or as soon thereafter as reasonably practicable, provided that in the event a punch list item reasonably requires longer than thirty (30) days to complete, then the Contractor shall commence the completion of such particular item within thirty (30) days and diligently pursue the same to completion. The completion of the punchlist items will not limit or detract from the occurrence of the Substantial Completion of the Premises or the occurrence of the Commencement Date.

4.5 Delay Not Caused by Parties. Neither the Landlord nor Tenant shall be considered to be in default of the provisions of this Work Letter for delays in performance to the extent due to events of force majeure; provided, however, in no event will financial inability be considered to be an event of force majeure.

4.6 Delivery. Landlord's failure to Substantially Complete the Landlord's TI Work on or before the anticipated date of Substantial Completion, as set forth in Attachment 2, or to substantially complete any element of the Landlord's TI Work, shall not give rise to any liability of Landlord hereunder, shall not constitute a default by Landlord, and shall not affect the validity of this Lease, except as expressly provided in Section 3.3 of the Lease.

4.7 Bid Process. Landlord will cause the Contractor to use commercially reasonable efforts to obtain at least three (3) bids from each qualified subcontractor for subcontracts anticipated to cost in excess of Three Hundred Fifty Thousand Dollars (\$350,000.00) (each, a "Major Subcontractor") in connection with the Landlord's TI Work, and shall share such bids with Tenant promptly after receipt thereof. Without limiting the generality of the foregoing, the selection of subcontractors for the Landlord's TI Work shall be conducted on an "open book" basis as between Landlord, Contractor and Tenant, and Tenant shall have the right to review all bid materials received by Contractor prior to the selection of each Major Subcontractor. Landlord and Contractor shall keep Tenant reasonably informed in the selection of the

subcontractors for the Landlord's TI Work, provided that in the event of any disagreement between the parties, Landlord shall have the right, in its sole but reasonable discretion, and acting in good faith, to make all final determinations regarding the choice of each subcontractor.

4.8 Landlord's Warranty. Landlord hereby warrants and represents to Tenant that the Landlord's TI Work shall be performed: (i) in a good and workmanlike manner, free of all defects in materials and workmanship; (ii) in all material respects, in accordance with the Approved Construction Documents, and (iii) in accordance with all applicable Laws. The Landlord warranty and representations set forth in this Section 4.8 are referred to herein as "Landlord's Warranty". If, on or before the Warranty Expiration Date (as hereafter defined), Tenant gives Landlord written notice of any breach of Landlord's Warranty promptly after Tenant becomes aware of such breach, Landlord shall, at no cost to Tenant, correct or repair such breach as soon as conditions reasonably permit and as to which, in any case, Tenant shall have given notice to Landlord, as aforesaid. The "Warranty Expiration Date" shall be defined as the date twelve (12) months after the Commencement Date. Except to the extent to which Tenant has given Landlord notice that Landlord has breached Landlord's Warranty, Tenant shall be deemed conclusively to have: (i) approved the Landlord's TI Work, (ii) waived any claim that Landlord has breached Landlord's Warranty, and (iii) have agreed that Tenant has no claim that Landlord has failed to perform any of Landlord's obligations under this Exhibit D. The provisions of this Section 4.8 set forth the Tenant's sole remedies for any breach of the Landlord's Warranty; provided, however nothing in this Section 4.8 shall be deemed to relieve the Landlord of its responsibilities to perform maintenance and repairs as required pursuant to Section 7.2 of the Lease.

## 5. MISCELLANEOUS

5.1 Tenant's Representative. Tenant has designated John DeSimone as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of the Tenant as required in this Work Letter. Tenant shall have the right, during the performance of the Landlord's TI Work, to have Tenant's representative participate in weekly construction meetings with Landlord and the Contractor as to the status of the performance of Landlord's TI Work.

5.2 Landlord's Representative. Landlord has designated Laura Mintz and Tom Congoran as its sole representatives with respect to the matters set forth in this Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of the Landlord as required in this Work Letter.

5.3 Days Designated in This Work Letter. Unless otherwise indicated, all references herein to a "number of days" shall mean and refer to calendar days.

5.4 General. This Work Letter shall not be deemed applicable to any additional space added to the Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the Premises or any additions to the Premises in the event of a renewal or extension of the original Lease Term, whether by any options under the Lease or otherwise, unless and to the extent expressly provided in the Lease or any amendment or supplement to the Lease that such additional space is to be delivered to Tenant in the same condition the initial Premises is to be delivered.

5.5 Disputes. Any disputes relating to provisions or obligations in this Lease in connection with the Base Building Work or Landlord's TI Work shall be submitted to arbitration in accordance with the provisions of applicable state law, as from time to time amended. Arbitration proceedings, including the selection of an arbitrator, shall be conducted pursuant to the rules, regulations and procedures from time to time in effect as promulgated by the American Arbitration Association. Notwithstanding the foregoing, the parties hereby agree that the arbitrator for any disputes relating to the Base Building Work or Landlord's TI Work shall be a construction consultant experienced in the construction of office/laboratory buildings in the City of Cambridge, as mutually agreed upon by the parties, or, if not then designated by the parties, within ten (10) days after either party makes a request for arbitration hereunder, or (if the parties do not mutually agree upon such arbitrator) as designated by the Boston office of the American Arbitration Association upon request by either party. Prior written notice of application by either party for arbitration shall be given to the other at least ten (10) days before submission of the application to the said Association's office in Boston, Massachusetts. The arbitrator shall hear the parties and their evidence. The decision of the arbitrator shall be binding and conclusive, and judgment upon the award or decision of the arbitrator may be entered in the appropriate court of law; and the parties consent to the jurisdiction of such court and further agree that any process or notice of motion or other application to the Court or a Judge thereof may be served outside the Commonwealth of Massachusetts by registered mail or by personal service, provided a reasonable time for appearance is allowed. The costs and expenses of each arbitration hereunder and their apportionment between the parties shall be determined by the arbitrator in his award or decision. Except where a specified period is referenced in this Lease, no arbitrable dispute shall be deemed to have arisen under this Lease prior to the expiration of the period of thirty (30) days after the date of the giving of written notice by the party asserting the existence of the dispute together with a description thereof sufficient for an understanding thereof. In connection with the foregoing, it is expressly understood and agreed that the parties shall continue to perform their respective obligations under the Lease during the pendency of any such arbitration proceeding hereunder (with any adjustments or reallocations to be made on account of such continued performance as determined by the arbitrator in his or her award).

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EXHIBIT D -8-



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**ATTACHMENT 1**

**FIT PLAN**

EXHIBIT D -9-

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**ATTACHMENT 2**

**TIME DEADLINES**

Building Permit Filed – 12/27/19

100% Construction Documents – 1/10/20

GMP / Cost Proposal Delivery Date - 1/24/20

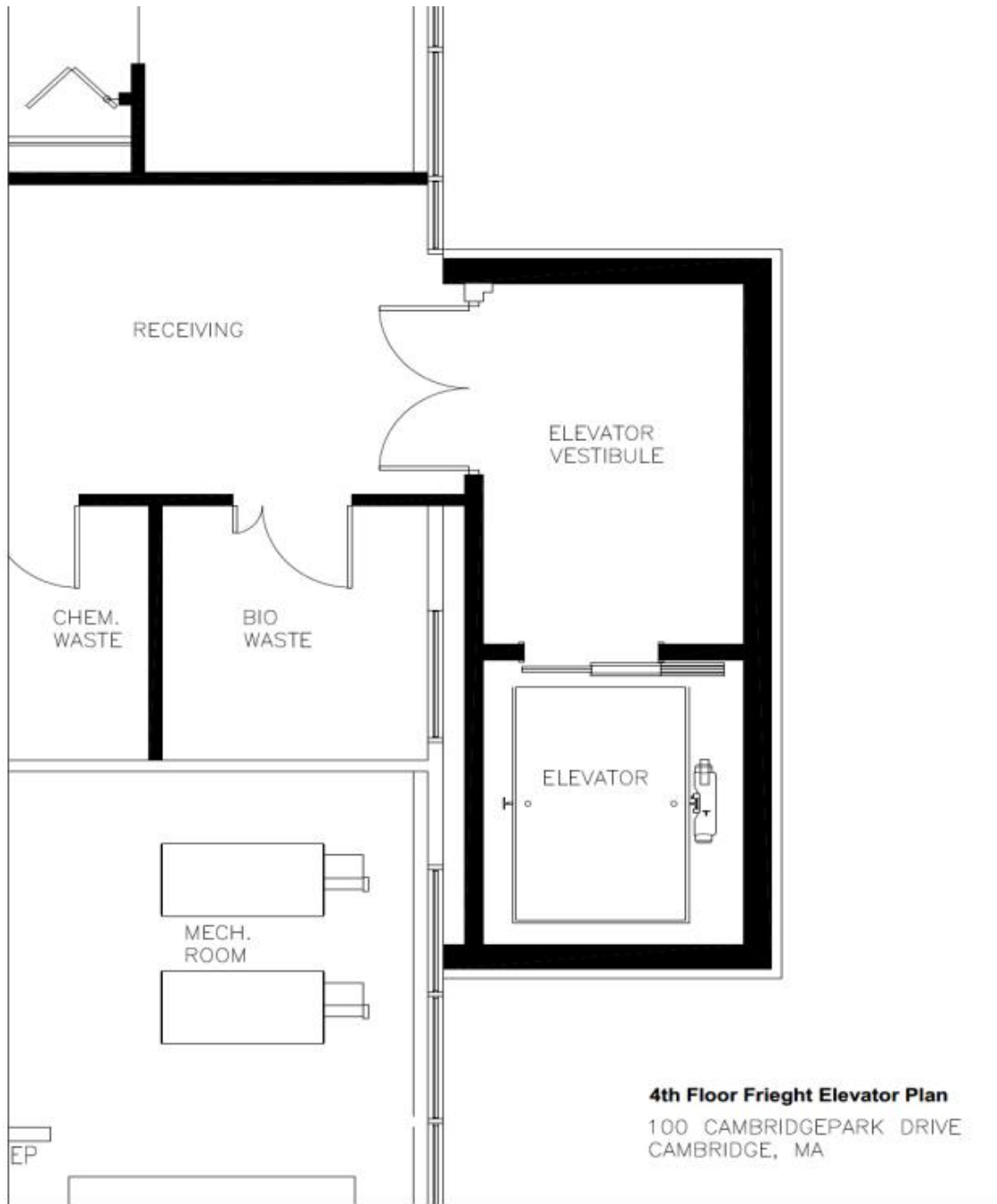
Construction Commences – 2/10/20

Delivery of Space - 6/8/20

EXHIBIT D -10-

**EXHIBIT E**

**FREIGHT ELEVATOR PLAN**



**EXHIBIT F**

**BUILDING RULES AND REGULATIONS**

Capitalized terms have the same meaning as defined in the Lease.

1. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress and egress to and from the Premises. No rubbish, litter, trash, or material shall be placed, emptied, or thrown in those areas. At no time shall Tenant permit Tenant's employees to loiter in Common Areas or elsewhere about the Building or Property.
2. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed in the fixtures or appliances. Damage resulting to fixtures or appliances by Tenant, its agents, employees or invitees, shall be paid for by Tenant, and Landlord shall not be responsible for the damage.
3. No signs, advertisements or notices shall be painted or affixed to windows, doors or other parts of the Building, except those of such color, size, style and in such places as are first approved in writing by Landlord. All tenant identification and suite numbers at the entrance to the Premises shall be installed by Landlord, at Landlord's cost and expense, using the standard graphics for the Building. Except in connection with the hanging of lightweight pictures and wall decorations, no nails, hooks, tape or screws shall be inserted into any part of the Premises or Building except by the Building maintenance personnel.
4. Landlord may provide and maintain in the first floor (main lobby) of the Building an alphabetical directory board or other directory device listing tenants, and no other directory shall be permitted unless previously consented to by Landlord in writing.
5. Tenant shall not place any lock(s) on any door in the Premises or Building without Landlord's prior written consent and Landlord shall have the right to retain at all times and to use keys to all locks within and into the Premises. A reasonable number of access cards or keys to the locks on the entry doors in the Premises shall be furnished by Landlord to Tenant at Tenant's cost, and Tenant shall not make any duplicate keys. All keys shall be returned to Landlord at the expiration or early termination of this Lease.
6. All contractors, contractor's representatives and installation technicians performing work in the Building shall be subject to Landlord's prior approval and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, which may be revised from time to time.
7. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by Tenant of merchandise or materials requiring the use of elevators,

- stairways, lobby areas or loading dock areas, shall be restricted to hours designated by Landlord. Tenant shall obtain Landlord's prior approval by providing a detailed listing of the activity. If approved by Landlord, the activity shall be under the supervision of Landlord. Landlord may require, in Landlord's sole discretion, that Tenant provide a security detail for such activity, at the sole cost and expense of Tenant. Said security detail shall comply with the standards, procedures and protocols established by Landlord. Tenant shall assume all risk for damage to articles moved and injury to any persons resulting from the activity. If equipment, property, or personnel of Landlord or of any other party is damaged or injured as a result of or in connection with the activity, Tenant shall be solely liable for any resulting damage or loss.
8. Landlord shall have the right to approve the weight, size, or location of heavy equipment or articles in and about the Premises. Landlord reserves the right to, at Tenant's sole cost and expense, have Landlord's structural engineer review Tenant's floor loads within the Premises prior to approval of any such heavy equipment or articles. Damage to the Building by the installation, maintenance, operation, existence or removal of property of Tenant shall be repaired at Tenant's sole expense.
  9. Corridor doors and main entry doors, when not in use, shall be kept closed.
  10. Tenant shall not: (1) make or permit any unreasonably improper, objectionable or unpleasant noises or odors in the Building, or otherwise interfere in any way with other tenants or persons having business with them; (2) solicit business or distribute, or cause to be distributed, in any portion of the Building, handbills, promotional materials or other advertising; or (3) conduct or permit other activities in the Building that might, in Landlord's reasonable opinion, constitute a nuisance.
  11. Intentionally omitted.
  12. Tenant shall not use or occupy the Premises in any manner or for any purpose which might injure the reputation or impair the present or future value of the Premises or the Building. Tenant shall not use, or permit any part of the Premises to be used, for lodging, sleeping or for any illegal purpose.
  13. Tenant shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute, or interfere with Landlord's or any other tenant's or occupant's business or with the rights and privileges of any person lawfully in the Building ("Labor Disruption"). Tenant shall take the actions necessary to resolve the Labor Disruption, and shall have pickets removed and, at the request of Landlord, immediately terminate any work in the Premises that gave rise to the Labor Disruption, until Landlord gives its written consent for the work to resume. Tenant shall have no claim for damages against Landlord or any of the Landlord Related Parties, nor shall the date of the commencement of the Term be extended as a result of the above actions.

14. Tenant shall not install, operate or maintain in the Premises or in any other area of the Building, electrical equipment that would overload the electrical system beyond its capacity for proper, efficient and safe operation as determined solely by Landlord. Landlord reserves the right to review from time to time the capacity of the Premises with an electrical engineer, at Tenant's sole cost and expense. Tenant shall not furnish cooling or heating to the Premises, including, without limitation, the use of electronic or gas heating devices, without Landlord's prior written consent. Tenant shall not use more than its proportionate share of electricity, telephone lines and other telecommunication facilities available to service the Building. In the event that Tenant requests additional electric capacity, Landlord reserves the right to install submeters to measure and bill Tenant for Tenant's total electricity usage.
15. Tenant shall not operate or permit to be operated a coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes and other goods), except for machines for the exclusive use of Tenant's employees, and then only if the operation does not violate the lease of any other tenant in the Building.
16. Bicycles and other vehicles are not permitted inside the Building or on the walkways outside the Building, except in areas designated by Landlord.
17. Landlord may from time to time adopt reasonable systems and procedures for the security and safety of the Building, its occupants, entry, use and contents. Tenant, its agents, employees, contractors, guests and invitees shall comply with Landlord's systems and procedures.
18. Landlord shall have the right to prohibit the use of the name of the Building or any other publicity by Tenant that in Landlord's sole opinion may impair the reputation of the Building or its desirability; provided, however, Landlord shall have no right to prohibit publicity that is not related to the Building or Tenant's activities, use or occupancy of the Premises in any way. Upon written notice from Landlord, Tenant shall refrain from and discontinue such publicity immediately.
19. Landlord shall have the right to designate and approve standard window coverings for the Premises and to establish rules to assure that the Building presents a uniform interior and exterior appearance. Tenant shall ensure, to the extent reasonably practicable, that window coverings are closed on windows in the Premises while they are exposed to the direct rays of the sun.
20. Deliveries to and from the Premises shall be made only at the times, in the areas and through the entrances and exits designated by Landlord. Tenant shall not

make deliveries to or from the Premises in a manner that might interfere with the use by any other tenant of its premises or of the Common Areas, any pedestrian use, or any use which is inconsistent with good business practice.

21. Smoking is prohibited in the Building and within twenty-five (25) feet of any entries, outdoor air intakes and operable windows.
22. The use of Chlorofluorocarbon (CFCs)-based refrigerants is prohibited in the Building and in the Premises. The use of any products or insulation containing urea formaldehyde or urea formaldehyde resin is prohibited in the Building and in the Premises.
23. Tenant shall, at its sole cost and expense, comply with Landlord's recycling policies, as the same may be adopted for the Building and as the same may be modified from time to time, with regard to aluminum, paper and plastics or any other recyclable material as may be reasonably designated as an office use recyclable product.
24. Tenants shall comply with all mandatory (and voluntary, if adopted generally by first-class office buildings in the city in which the Building is located) energy, water or other conservation controls or requirements of general applicability to comparable mixed-use office, laboratory and retail buildings in the city in which the Building is located issued or imposed from time-to-time by applicable governmental agencies or authorities, or applicable utilities or insurance carriers, which may include, without limitation, requirements, controls or limitations concerning the permitted range of temperature settings or the volume of energy consumption. Nothing contained herein shall materially limit Tenant's use of the Premises for the Permitted Use.

**EXHIBIT G**

**FORM OF LETTER OF CREDIT**

L/C DRAFT LANGUAGE

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER \_\_\_\_\_

ISSUE DATE: \_\_\_\_\_

ISSUING BANK:  
SILICON VALLEY BANK  
3003 TASMAN DRIVE  
2ND FLOOR, MAIL SORT HF210  
SANTA CLARA, CALIFORNIA 95054

BENEFICIARY:  
PPF OFF 100 CAMBRIDGE PARK DRIVE, LLC  
C/O MORGAN STANLEY REAL ESTATE ADVISOR, INC.  
1585 BROADWAY, 37TH FLOOR  
NEW YORK, NEW YORK 10036  
ATTENTION: JENNIE PRIES FRIEND

APPLICANT:  
VOR BIOPHARMA INC.  
501 BOYLSTON ST  
BOSTON, MA 02116

AMOUNT: US\$ \_\_\_\_ (\_\_\_\_ AND XX/100 U.S. DOLLARS)

EXPIRATION DATE: \_\_\_\_\_ (SVB WILL PUT A SPECIFIC DATE HERE THAT'S 1 YEAR ISSUANCE HERE)

PLACE OF EXPIRATION: ISSUING BANK'S COUNTERS AT ITS ABOVE ADDRESS

DEAR SIR/MADAM:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. SVBSF0\_\_\_\_\_ IN YOUR FAVOR AVAILABLE BY PAYMENT AGAINST YOUR PRESENTATION TO US OF THE FOLLOWING DOCUMENT:

EXHIBIT G -1-



1. BENEFICIARY'S SIGNED AND DATED STATEMENT STATING AS FOLLOWS:

"THIS DRAW IN THE AMOUNT OF \_\_\_\_ U.S. DOLLARS (\$\_\_\_\_) UNDER YOUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. SVBSF0\_\_\_\_ REPRESENTS FUNDS DUE AND OWING TO US UNDER THAT CERTAIN LEASE DATED \_\_\_\_\_ (INSERT DATE) BY AND BETWEEN PPF OFF 100 CAMBRIDGE PARK DRIVE, LLC, AS LESSOR, AND VOR BIOPHARMA INC. AS LESSEE."

PARTIAL DRAWS AND MULTIPLE PRESENTATIONS ARE ALLOWED.

THIS LETTER OF CREDIT SHALL BE AUTOMATICALLY EXTENDED FOR AN ADDITIONAL PERIOD OF ONE YEAR, WITHOUT AMENDMENT, FROM THE PRESENT OR EACH FUTURE EXPIRATION DATE UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE WE SEND TO YOU A NOTICE BY REGISTERED OR CERTIFIED MAIL OR OVERNIGHT COURIER SERVICE AT THE ABOVE ADDRESS THAT THIS LETTER OF CREDIT WILL NOT BE EXTENDED BEYOND THE THEN CURRENT EXPIRATION DATE. IN NO EVENT SHALL THIS LETTER OF CREDIT BE AUTOMATICALLY EXTENDED BEYOND SEPTEMBER 30, 2030. IN THE EVENT WE SEND SUCH NOTICE OF NON-EXTENSION, YOU MAY DRAW HEREUNDER BY YOUR PRESENTATION TO US OF YOUR SIGNED AND DATED STATEMENT STATING THAT YOU HAVE RECEIVED A NON-EXTENSION NOTICE FROM SILICON VALLEY BANK IN RESPECT OF LETTER OF CREDIT NO. SVBSF0\_\_\_\_, YOU ARE DRAWING ON SUCH LETTER OF CREDIT FOR US\$\_\_\_\_, AND YOU HAVE NOT RECEIVED A REPLACEMENT LETTER OF CREDIT ACCEPTABLE TO YOU.

ALL DEMANDS FOR PAYMENT SHALL BE MADE BY PRESENTATION OF THE REQUIRED DOCUMENTS ON A BUSINESS DAY AT OUR OFFICE (THE "BANK'S OFFICE") AT: SILICON VALLEY BANK, 3003 TASMAN DRIVE, MAIL SORT HF 210, SANTA CLARA, CA 95054, ATTENTION: GLOBAL TRADE FINANCE. AS USED IN THIS LETTER OF CREDIT, "BUSINESS DAY" SHALL MEAN ANY DAY OTHER THAN A SATURDAY, SUNDAY OR A DAY ON WHICH BANKING INSTITUTIONS IN THE STATE OF CALIFORNIA ARE AUTHORIZED OR REQUIRED BY LAW TO CLOSE.

FACSIMILE PRESENTATIONS ARE ALSO PERMITTED. SHOULD BENEFICIARY WISH TO MAKE A PRESENTATION UNDER THIS LETTER OF CREDIT ENTIRELY BY FACSIMILE TRANSMISSION IT NEED NOT TRANSMIT THE ORIGINAL OF THIS LETTER OF CREDIT AND AMENDMENTS, IF ANY. EACH FACSIMILE TRANSMISSION SHALL BE MADE AT: (408)496-2418 OR (408) 969-6510; AND UNDER CONTEMPORANEOUS TELEPHONE ADVICE TO: (408)654-7176 OR (408)450-5001, ATTENTION: GLOBAL TRADE FINANCE. ABSENCE OF THE AFORESAID TELEPHONE ADVICE SHALL NOT AFFECT OUR OBLIGATION TO HONOR ANY DRAW REQUEST.

PAYMENT AGAINST CONFORMING PRESENTATIONS HEREUNDER PRIOR TO 10:00 A.M. CALIFORNIA TIME, ON A BUSINESS DAY SHALL BE MADE BY BANK DURING NORMAL BUSINESS HOURS OF THE BANK'S OFFICE ON THE NEXT SUCCEEDING BUSINESS DAY. PAYMENT AGAINST CONFORMING PRESENTATIONS

EXHIBIT G -2-

HEREUNDER AFTER 10:00 A.M. CALIFORNIA TIME, ON A BUSINESS DAY SHALL BE MADE BY BANK DURING NORMAL BUSINESS HOURS OF THE BANK'S OFFICE ON THE SECOND SUCCEEDING BUSINESS DAY.

THIS LETTER OF CREDIT IS TRANSFERABLE IN WHOLE BUT NOT IN PART ONE OR MORE TIMES, BUT IN EACH INSTANCE ONLY TO A SINGLE BENEFICIARY AS TRANSFEREE AND FOR THE THEN AVAILABLE AMOUNT, ASSUMING SUCH TRANSFER TO SUCH TRANSFEREE WOULD BE IN COMPLIANCE WITH THEN APPLICABLE LAW AND REGULATION, INCLUDING BUT NOT LIMITED TO THE REGULATIONS OF THE U.S. DEPARTMENT OF TREASURY AND U.S. DEPARTMENT OF COMMERCE. AT THE TIME OF TRANSFER, THE ORIGINAL LETTER OF CREDIT AND ORIGINALS OR COPIES OF ALL AMENDMENTS, IF ANY, TO THIS LETTER OF CREDIT MUST BE SURRENDERED TO US AT OUR ADDRESS INDICATED IN THIS LETTER OF CREDIT TOGETHER WITH OUR TRANSFER FORM ATTACHED HERETO AS EXHIBIT A DULY EXECUTED. APPLICANT SHALL PAY OUR TRANSFER FEE OF 1/4 OF 1% OF THE TRANSFER AMOUNT (MINIMUM US\$250.00) UNDER THIS LETTER OF CREDIT. HOWEVER, APPLICANT'S PAYMENT OF SUCH TRANSFER FEE SHALL NOT BE A CONDITION OF SUCH TRANSFER. EACH TRANSFER SHALL BE EVIDENCED BY EITHER (1) OUR ENDORSEMENT ON THE REVERSE OF THE LETTER OF CREDIT AND WE SHALL FORWARD THE ORIGINAL OF THE LETTER OF CREDIT SO ENDORSED TO THE TRANSFEREE OR (2) OUR ISSUING A REPLACEMENT LETTER OF CREDIT TO THE TRANSFEREE ON SUBSTANTIALLY THE SAME TERMS AND CONDITIONS AS THE TRANSFERRED LETTER OF CREDIT (IN WHICH EVENT THE TRANSFERRED LETTER OF CREDIT SHALL HAVE NO FURTHER EFFECT).

IF ANY INSTRUCTIONS ACCOMPANYING A DRAWING UNDER THIS LETTER OF CREDIT REQUEST THAT PAYMENT IS TO BE MADE BY TRANSFER TO YOUR ACCOUNT WITH ANOTHER BANK, WE WILL ONLY EFFECT SUCH PAYMENT BY FED WIRE TO A U.S. REGULATED BANK, AND WE AND/OR SUCH OTHER BANK MAY RELY ON AN ACCOUNT NUMBER SPECIFIED IN SUCH INSTRUCTIONS EVEN IF THE NUMBER IDENTIFIES A PERSON OR ENTITY DIFFERENT FROM THE INTENDED PAYEE.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (ISP98), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 590.

IF YOU HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CONTACT: EVELIO BARAIRO AT 408-654-3035, ALWAYS QUOTING OUR LETTER OF CREDIT NO.SVBSF0\_\_\_\_\_.

(FOR SVBANK USE)  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

(FOR SVBANK USE)  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

**EXHIBIT A**

**FORM OF TRANSFER FORM**

DATE: \_\_\_\_\_

TO: SILICON VALLEY BANK  
3003 TASMAN DRIVE  
SANTA CLARA, CA 95054  
ATTN: GLOBAL TRADE FINANCE  
STANDBY LETTERS OF CREDIT

RE: IRREVOCABLE STANDBY LETTER OF CREDIT  
NO. \_\_\_\_\_ ISSUED BY  
SILICON VALLEY BANK, SANTA CLARA  
L/C AMOUNT: \_\_\_\_\_

GENTLEMEN:

FOR VALUE RECEIVED, THE UNDERSIGNED BENEFICIARY HEREBY IRREVOCABLY TRANSFERS TO:

\_\_\_\_\_  
(NAME OF TRANSFEREE)

\_\_\_\_\_  
(ADDRESS)

ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY TO DRAW UNDER THE ABOVE LETTER OF CREDIT UP TO ITS AVAILABLE AMOUNT AS SHOWN ABOVE AS OF THE DATE OF THIS TRANSFER.

BY THIS TRANSFER, ALL RIGHTS OF THE UNDERSIGNED BENEFICIARY IN SUCH LETTER OF CREDIT ARE TRANSFERRED TO THE TRANSFEREE. TRANSFEREE SHALL HAVE THE SOLE RIGHTS AS BENEFICIARY THEREOF, INCLUDING SOLE RIGHTS RELATING TO ANY AMENDMENTS, WHETHER INCREASES OR EXTENSIONS OR OTHER AMENDMENTS, AND WHETHER NOW EXISTING OR HEREAFTER MADE. ALL AMENDMENTS ARE TO BE ADVISED DIRECTLY TO THE TRANSFEREE WITHOUT NECESSITY OF ANY CONSENT OF OR NOTICE TO THE UNDERSIGNED BENEFICIARY.

THE ORIGINAL OF SUCH LETTER OF CREDIT IS RETURNED HERewith, AND WE ASK YOU TO EITHER (1) ENDORSE THE TRANSFER ON THE REVERSE THEREOF, AND FORWARD IT DIRECTLY TO THE TRANSFEREE WITH YOUR CUSTOMARY NOTICE OF TRANSFER, OR (2) ISSUE A REPLACEMENT LETTER OF CREDIT TO THE TRANSFEREE ON SUBSTANTIALLY THE SAME TERMS AND CONDITIONS AS THE TRANSFERRED LETTER OF CREDIT (IN WHICH EVENT THE TRANSFERRED LETTER OF CREDIT SHALL HAVE NO FURTHER EFFECT).

SINCERELY,

\_\_\_\_\_  
(BENEFICIARY'S NAME)

\_\_\_\_\_  
(SIGNATURE OF BENEFICIARY)

\_\_\_\_\_  
(NAME AND TITLE)

**SIGNATURE AUTHENTICATED**

The name(s), title(s), and signature(s) conform to that/those on file with us for the company and the signature(s) is/are authorized to execute this instrument.

\_\_\_\_\_  
(Name of Bank)

\_\_\_\_\_  
(Address of Bank)

\_\_\_\_\_  
(City, State, ZIP Code)

\_\_\_\_\_  
(Authorized Name and Title)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Telephone number)

**EXHIBIT H**

**PERMITTED HAZARDOUS MATERIALS**

<u>Material</u>	<u>Physical State (Solid, Liquid, or Gas)</u>	<u>Usage</u>	<u>Container Size</u>	<u>Number of Containers</u>	<u>Total Quantity</u>
10x TBE (Tris/Boric Acid/EDTA) Buffer	Liquid	R&D	5 L	1	5 L
10x Tris Buffered Saline	Liquid	R&D	1 L	1	1 L
10x Tris/Glycine Buffer	Liquid	R&D	1 L	2	2 L
2-Mercaptoethanol	Liquid	R&D	100 ml	1	100 ml
2-Mercaptoethanol	Liquid	R&D	50 ml	1	50 ml
3% Acetic Acid with Methylene Blue	Liquid	R&D	100 ml	1	100 ml
4x Laemmli Sample Buffer	Liquid	R&D	10 ml	1	10 ml
50x TAE (Tris/Acetic Acid/EDTA) Buffer	Liquid	R&D	5 L	1	5 L
Acetic Acid	Liquid	R&D	500 ml	1	500 ml
Annexin Binding Buffer, 5x	Liquid	R&D	50 ml	1	50 ml
autoMACS Rinsing Solution	Liquid	R&D	1450 ml	1	1450 ml
Blotting-Grade Blocker	Solid	R&D	300 g	1	300 g
Bovine Serum Albumin, 30% solution	Liquid	R&D	50 ml	1	50 ml
Bovine Serum Albumin, powder	Solid	R&D	100 g	1	100 g
Calcium chloride dihydrate	Solid	R&D	500 ml	1	500 ml
Carbon Dioxide	Gas	R&D	300 cu. Ft.	3	900 cu. ft.
Chloroform	Liquid	R&D	500 ml	1	500 ml
Coomassie Plus - The Better Bradford Assay Reagent	Liquid	R&D	300 ml	1	300 ml
DEAE-Dextran hydrochloride	Solid	R&D	10 g	1	10 g
Dulbecco's Modified Eagle Medium	Liquid	R&D	500 ml	4	10 L
Dulbecco's Phosphate Buffered Saline	Liquid	R&D	500 ml	6	12 L
Dulbecco's Phosphate Buffered Saline	Liquid	R&D	1 L	1	1 L
eBioscience RBC Lysis Buffer, 10x	Liquid	R&D	50 ml	1	50 ml
EDTA, 0.5M, pH 8.0	Liquid	R&D	100 ml	3	600 ml
Ethanol	Liquid	R&D	1 L	1	17 L
Ethylenediaminetetraacetic acid	Solid	R&D	100 ml	1	100 ml
Fetal Bovine Serum	Liquid	R&D	50 ml	1	50 ml
Ficoll-Paque PLUS	Liquid	R&D	100 ml	6	100 ml
Fixation Buffer	Liquid	R&D	100 ml	1	100 ml
Gelatin Type A	Solid	R&D	800 g	1	800 g
Gentamicin Reagent Solution	Liquid	R&D	10 ml	10	100 ml
GlutaMAX (100x)	Liquid	R&D	100 ml	1	300 ml
Glycerol	Liquid	R&D	500 ml	1	500 ml
Hank' Balanced Salt Solution	Liquid	R&D	50 ml	1	50 ml
HEPES buffer solution, 1M	Liquid	R&D	100 ml	1	200 ml
HEPES buffered saline, pH 7.0, 2x	Liquid	R&D	250 ml	1	250 ml
HyClone MaxCyte	Liquid	R&D	100 ml	1	100 ml
ImmunoCult - XF T Cell expansion medium	Liquid	R&D	100 ml	1	100 ml
Iscove's MDM (1x)	Liquid	R&D	500 ml	2	1 L
Isopropyl Alcohol	Liquid	R&D	4 L	1	4 L
Liquid Nitrogen	Liquid	R&D	240 L	1	240 L
Magnesium chloride solution	Liquid	R&D	100 ml	1	100 ml
MEM Non-Essential Amino Acids Solution (100x)	Liquid	R&D	100 ml	2	200 ml
NP-40 Lysis Buffer	Liquid	R&D	250 ml	1	250 ml
Nucleic Acid Sample Buffer, 5x	Liquid	R&D	10 ml	1	10 ml
Opti-MEM 1x	Liquid	R&D	100 ml	5	500 ml
OpTmizer CTS	Liquid	R&D	1 L	5	5 L
Phenol: Chloroform: Isoamyl Alcohol, 25:24:1	Liquid	R&D	100 ml	1	100 ml
Phosphate Buffered Saline, 1x, pH 7.4	Liquid	R&D	500 ml	1	1 L
Phosphate buffered saline, 10x	Liquid	R&D	1 L	1	1 L

<u>Material</u>	<u>Physical State (Solid, Liquid, or Gas)</u>	<u>Usage</u>	<u>Container Size</u>	<u>Number of Containers</u>	<u>Total Quantity</u>
Phosphate-buffered 4% paraformaldehyde	Liquid	R&D	1 L	1	1 L
Pierce RIPA Buffer	Liquid	R&D	100 ml	1	100 ml
Poly-L-Lysine solution	Liquid	R&D	50 ml	1	100 ml
Ponceau S Stain	Liquid	R&D	500 ml	1	500 ml
Potassium chloride solution	Liquid	R&D	100 ml	1	100 ml
Restore Western Blot Stripping Buffer	Liquid	R&D	500 ml	1	500 ml
RNase Zap	Liquid	R&D	250 ml	1	250 ml
RPMI 1640 Medium	Liquid	R&D	500 ml	7	7 L
Sodium Azide	Solid	R&D	25 g	1	25 g
Sodium Pyruvate 100 mM	Liquid	R&D	100 ml	2	100 ml
TBE-Urea Sample Buffer	Liquid	R&D	30 ml	1	30 ml
Tris Buffered Saline, 1 x	Liquid	R&D	1 L	1	1 L
Tris-HCL, 1M, pH 8.0	Liquid	R&D	1 L	1	1 L
Triton X-100	Liquid	R&D	100 ml	1	100 ml
Trizol Reagent	Liquid	R&D	100 ml	1	100 ml
Trypsin-EDTA (0.25%)	Liquid	R&D	100 ml	1	300 ml
Tween 20 Solution, 10%	Liquid	R&D	1 L	1	1 L

**EXHIBIT I**

**FORM OF ENVIRONMENTAL QUESTIONNAIRE**

**Property Address:** 100 CambridgePark Drive, Cambridge, Massachusetts

**Instructions:** The following questionnaire is to be completed by the Lessee representative with knowledge of the planned operations for the specified building/location. Please print clearly and attach additional sheets as necessary.

**1.0 PROCESS INFORMATION**

Describe planned use, and include brief description of manufacturing processes employed.

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**2.0 HAZARDOUS MATERIALS**

Are hazardous materials used or stored? If so, continue with the next question. If not, go to Section 3.0.

2.1 Are any of the following materials handled on the Property? Yes No

(A material is handled if it is used, generated, processed, produced, packaged, treated, stored, emitted, discharged, or disposed.) If so, complete this section. If this question is not applicable, skip this section and go on to Section 5.0.

- Explosives            Fuels            Oils
- Solvents            Oxidizers    Organics/Inorganics
- Acids                Bases           Pesticides
- Gases                PCBs            Radioactive Materials
- Other (please specify)

2-2. If any of the groups of materials checked in Section 2.1, please list the specific material(s), use(s), and quantity of each chemical used or stored on the site in the Table below. If convenient, you may substitute a chemical inventory and list the uses of each of the chemicals in each category separately.

<u>Material</u>	<u>Physical State (Solid, Liquid, or Gas)</u>	<u>Usage</u>	<u>Container Size</u>	<u>Number of Containers</u>	<u>Total Quantity</u>
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2-3. Describe the planned storage area location(s) for these materials. Please include site maps and drawings as appropriate.

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**3.0 HAZARDOUS WASTES**

Are hazardous wastes generated? Yes No

If yes, continue with the next question. If not, skip this section and go to section 4.0.

3.1 Are any of the following wastes generated, handled, or disposed of (where applicable) on the Property?

- Hazardous wastes    Industrial Wastewater
- Waste oils            PCBs
- Air emissions        Sludges
- Regulated Wastes    Other (please specify)

3-2. List and quantify the materials identified in Question 3-1 of this section.

<u>WASTE GENERATED</u>	<u>RCRA listed Waste?</u>	<u>SOURCE</u>	<u>APPROXIMATE MONTHLY QUANTITY</u>	<u>WASTE CHARACTERIZATION</u>	<u>DISPOSITION</u>
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3-3. Please include name, location, and permit number (e.g. EPA ID No.) for transporter and disposal facility, if applicable). Attach separate pages as necessary.

<u>Transporter/Disposal Facility Name</u>	<u>Facility Location</u>	<u>Transporter (T) or Disposal (D) Facility</u>	<u>Permit Number</u>
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3-4. Are pollution controls or monitoring employed in the process to prevent or minimize the release of wastes into the environment? Yes No

3-5. If so, please describe.

**4.0 USTS/ASTS**

4.1 Are underground storage tanks (USTs), aboveground storage tanks (ASTs), or associated pipelines used for the storage of petroleum products, chemicals, or liquid wastes present on site (lease renewals) or required for planned operations (new tenants)? Yes  No

If not, continue with section 5.0. If yes, please describe capacity, contents, age, type of the USTs or ASTs, as well any associated leak detection/spill prevention measures. Please attach additional pages if necessary.

<u>Capacity</u>	<u>Contents</u>	<u>Year Installed</u>	<u>Type (Steel, Fiberglass, etc)</u>	<u>Associated Leak Detection / Spill Prevention Measures*</u>
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\* Note: The following are examples of leak detection / spill prevention measures:

Integrity testing	Inventory reconciliation	Leak detection system
Overfill spill protection	Secondary containment	Cathodic protection

4-2. Please provide copies of written tank integrity test results and/or monitoring documentation, if available.

4-3. Is the UST/AST registered and permitted with the appropriate regulatory agencies? Yes No If so, please attach a copy of the required permits.



4-4. If this Questionnaire is being completed for a lease renewal, and if any of the USTs/ASTs have leaked, please state the substance released, the media(s) impacted (e.g., soil, water, asphalt, etc.), the actions taken, and all remedial responses to the incident.

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4-5. If this Questionnaire is being completed for a lease renewal, have USTs/ASTs been removed from the Property? Yes No  
If yes, please provide any official closure letters or reports and supporting documentation (e.g., analytical test results, remediation report results, etc.).

4-6. For Lease renewals, are there any above or below ground pipelines on site used to transfer chemicals or wastes? Yes No  
For new tenants, are installations of this type required for the planned operations? Yes No

If yes to either question, please describe.

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**5.0 ASBESTOS CONTAINING BUILDING MATERIALS**

Please be advised that an asbestos survey may have been performed at the Property. If provided, please review the information that identifies the locations of known asbestos containing material or presumed asbestos containing material. All personnel and appropriate subcontractors should be notified of the presence of these materials, and informed not to disturb these materials. Any activity that involves the disturbance or removal of these materials must be done by an appropriately trained individual/contractor.

**6.0 REGULATORY**

6-1. Does the operation have or require a National Pollutant Discharge Elimination System (NPDES) or equivalent permit? Yes No  
If so, please attach a copy of this permit.

6-2. Has a Hazardous Materials Business Plan been developed for the site? Yes No  
If so, please attach a copy.

**CERTIFICATION**

I am familiar with the real property described in this questionnaire. By signing below, I represent and warrant that the answers to the above questions are complete and accurate to the best of my knowledge. I also understand that Lessor will rely on the completeness and accuracy of my answers in assessing any environmental liability risks associated with the property.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

EXHIBIT I -5-

EXHIBIT J

PLAN OF RODI SKID AREA

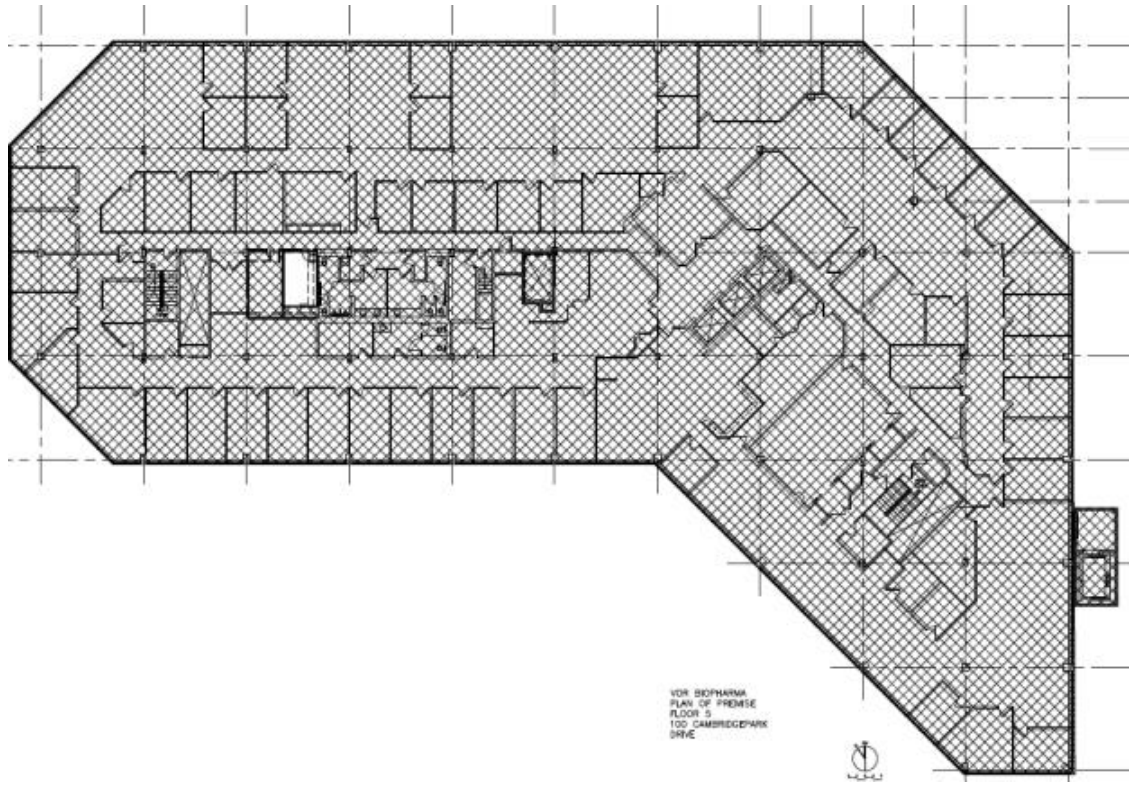


EXHIBIT J

EXHIBIT K

UTILITY CAPACITY MATRIX


 <b>CPD LAB Tenant Base Building Utility Matrix</b>		
Utility Type	PSF BEFORE ELECTRIC UPGRADES	PSF AFTER ELECTRIC UPGRADES
<b>TENANT IMPROVEMENTS</b>		
NON- POTABLE COLD WATER	N/A	N/A
SUPPLY AIR 100% Outside Air	1.5 CFM/SF	1.5 CFM/SF
EXHAUST AIR	1.5 CFM/SF	1.5 CFM/SF
HOT WATER HEATING	.003GPM/SF	.003GPM/SF
CHILLED WATER HEATING	N/A	N/A
NORMAL POWER	Lighting 1.5 W/SF Lab Tenant Equipment Power 12 W/SF HVAC Terminal Units 2W/SF	Lighting 1.5 W/SF Lab Tenant Equipment Power 12 W/SF HVAC Terminal Units 2W/SF
STAND-BY POWER	5 W/SF	5 W/SF
VACUUM SYSTEM	N/A	N/A
COMPRESSED AIR	N/A	N/A
RO SYSTEM	0.0001GPH/SF	0.0001GPH/SF
PH SYSTEM	0.009GPH/SF	0.009GPH/SF
<b>CPD OFFICE Tenant Base Building Utility Matrix</b>		
Utility Type	PSF BEFORE ELECTRIC UPGRADES	PSF AFTER ELECTRIC UPGRADES
<b>TENANT IMPROVEMENTS</b>		
NON- POTABLE COLD WATER	N/A	N/A
SUPPLY AIR	1 CFM/SF	1 CFM/SF
EXHAUST AIR	N/A	N/A
HOT WATER HEATING	N/A	N/A
CHILLED WATER HEATING	N/A	N/A
NORMAL POWER	Lighting 1.0 W/SF Office Tenant Equipment Power 4 W/SF HVAC Terminal Units 6W/SF	Lighting 1.0 W/SF Office Tenant Equipment Power 4 W/SF HVAC Terminal Units 6W/SF
STAND-BY POWER	N/A	N/A

EXHIBIT L

**REQUIRED TENANT CONTRACTOR/SUBCONTRACTOR  
INSURANCE COVERAGES**

Tenant shall, at its own expense, maintain and keep in force, or cause to be maintained and kept in force by any general contractors, sub-contractors or other third party entities where required by contract, throughout any period of Alterations in or to the Premises, the following insurance coverages:

(1) Property Insurance. "All-Risk" or "Special" Form property insurance, and/or Builders Risk coverage for major renovation projects, including, without limitation, coverage for fire, earthquake and flood; boiler and machinery (if applicable); sprinkler damage; vandalism; malicious mischief coverage on all equipment, furniture, fixtures, fittings, tenants work, improvements and betterments, business income, extra expense, merchandise, inventory/stock, contents, and personal property located on or in the Premises. Such insurance shall be in an amount equal to the full replacement cost of the aggregate of the foregoing and shall provide coverage comparable to the coverage in the standard ISO "All-Risk" or "Special" form, when such coverage is supplemented with the coverages required above. Property policy shall also include coverage for plate glass, where required by written contract. Builders Risk insurance coverage may be provided by the general contractor on a blanket builders risk policy with limits adequate for the project, and evidencing the additional insureds as required in the Lease.

(2) Liability Insurance. General Liability, Umbrella/Excess Liability, Workers Compensation and Auto Liability coverage as follows:

(a) General Liability	\$1,000,000 per occurrence \$1,000,000 personal & advertising injury \$2,000,000 products/completed operations aggregate
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The General Contractor is required to maintain, during the construction period and up to 3 years after project completion, a General Liability insurance policy, covering bodily injury, personal injury, property damage, completed operations, with limits to include a \$1,000,000 limit for blanket contractual liability coverage and adding Landlord as additional insured as respects the project during construction and for completed operations up to 3 years after the end of the project. Landlord requires a copy of the ISO 20 10 11 85 Additional Insured endorsement, showing Landlord as an additional insured to the GC's policy.

(b) Auto Liability	\$1,000,000 combined single limit (Any Auto) for bodily injury and property damage, hired and non-owned cover.
(c) Workers Compensation Employers Liability	Statutory Limits \$1,000,000 each accident* \$1,000,000 each employee* \$1,000,000 policy limit*

\* or such amounts as are customarily obtained by operators of comparable businesses

General Contractor shall ensure that any and all sub-contractors shall maintain equal limits of coverage for Workers Compensation/EL and collect insurance certificates verifying same.

(d) Umbrella/Excess Liability \$5,000,000 per occurrence

(e) Environmental Insurance – To the extent required by Landlord Contractors' commercial general liability/umbrella insurance policy(ies) shall include Landlord and Landlord's designees as additional insureds', and shall include a primary non-contributory provision. Liability policy shall contain a clause that the insurer may not cancel or materially change coverage without first giving Landlord thirty (30) days prior written notice, except cancellation for non-payment of premium, in which ten (10) days prior written notice shall be required.

(3) Deductibles. If any of the above insurances have deductibles or self-insured retentions, the Tenant and/or contractor (policy Named Insured) shall be responsible for the deductible amount.

All of the insurance policies required in this Exhibit L shall be written by insurance companies which are licensed to do business in the Commonwealth of Massachusetts, or obtained through a duly authorized surplus lines insurance agent or otherwise in conformity with the laws of the Commonwealth of Massachusetts, with an A.M. Best rating of at least A and a financial size category of not less than VII. Tenant shall provide Landlord with certificates of insurance upon request, prior to commencement of the Tenant/contractor work, or within thirty (30) days of coverage inception and subsequent renewals or rewrites/replacements of any cancelled/non-renewed policies.

EXHIBIT L -2-

EXHIBIT M

PH NEUTRALIZATION SYSTEM  
SPECIFICATIONS



December 4, 2019

Thomas Congoran  
Longfellow Real Estate Partners, LLC  
260 Franklin Street  
Boston, MA 02110

**Subject: 100 CPD pH Neutralization System Sizing**

Dear Tom:

AHA has gathered information from various projects we have completed and determined a value per square foot for each laboratory service. We use these values to calculate the size of the laboratory equipment for core and shell laboratory buildings when just square footages are known.

The square footage of rentable laboratory space for 100 CPD was determined using the square footage breakdown spreadsheet dated August 26, 2019 and information from follow-up meetings through mid-September of this year. The square footage of rentable laboratory space at 100 CPD is 45,000 SF.

Using the calculated value for pH systems and the 45,000 SF of rentable laboratory space, AHA has calculated that a 5,000 gallon per day (GPD) pH neutralization system will be required for 100 CPD.

Very truly yours,

AHA CONSULTING ENGINEERS, INC.

A handwritten signature in black ink, appearing to read 'Joe Philbrick', is written over the printed name.

Joseph Philbrick, PE  
Partner/Plumbing Department Manager

\\Fs33\g\_drive\Projects\2019-Boston\M0315-023.00\Correspondence\Letters\PH System Sizing Letter.docx

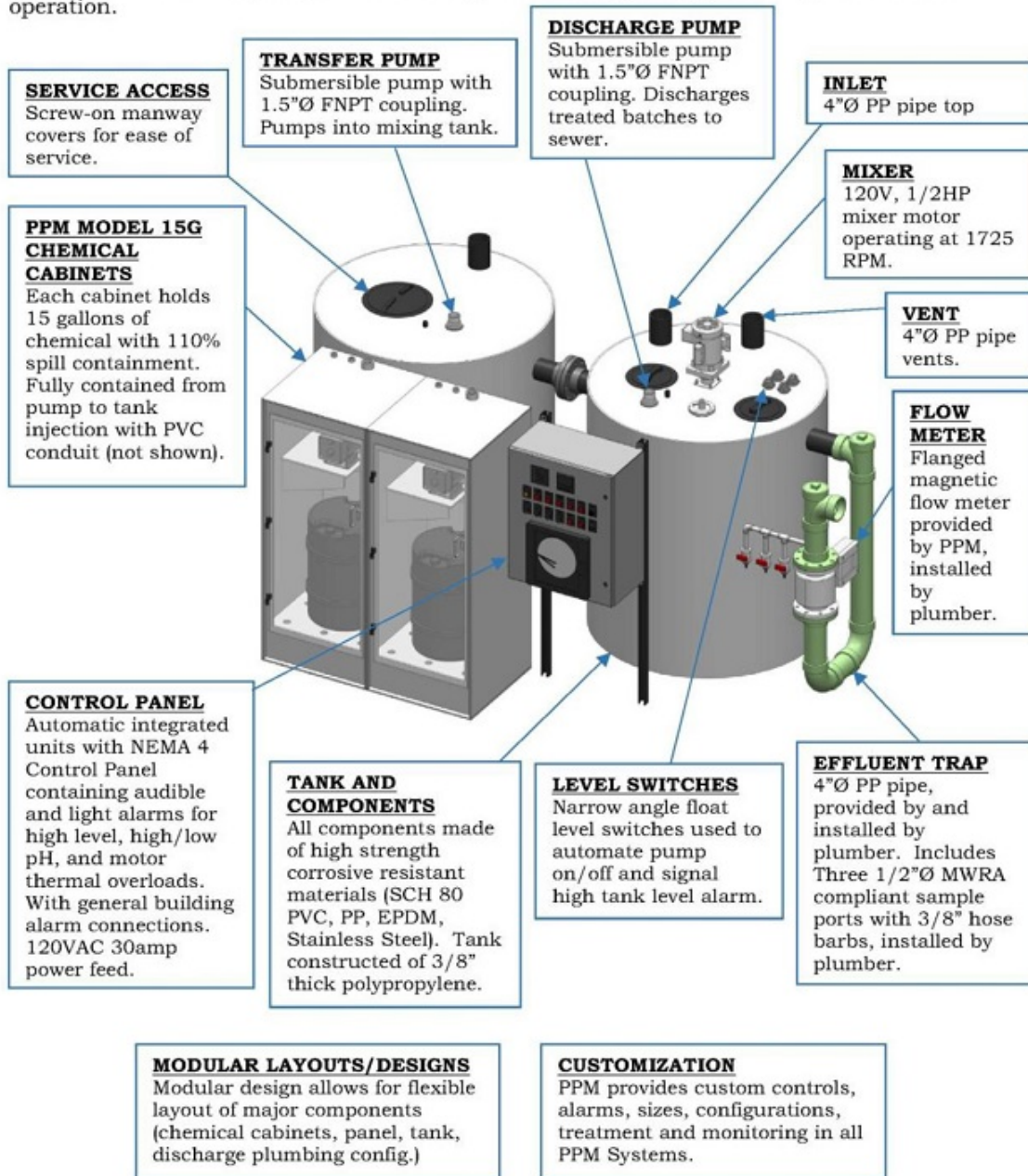
24 Hartwell Avenue, 3<sup>rd</sup> Floor, Lexington, MA 02421

beyond engineering

1

## **PPM GB-4854 pH Neutralizing System**

The PPM GB-4854 pH Neutralizing System is designed to treat typical lab R&D wastewater under 5,000GPD. Our pH systems are designed for safety, energy efficiency and ease of operation.



[www.ppmprocess.com](http://www.ppmprocess.com)

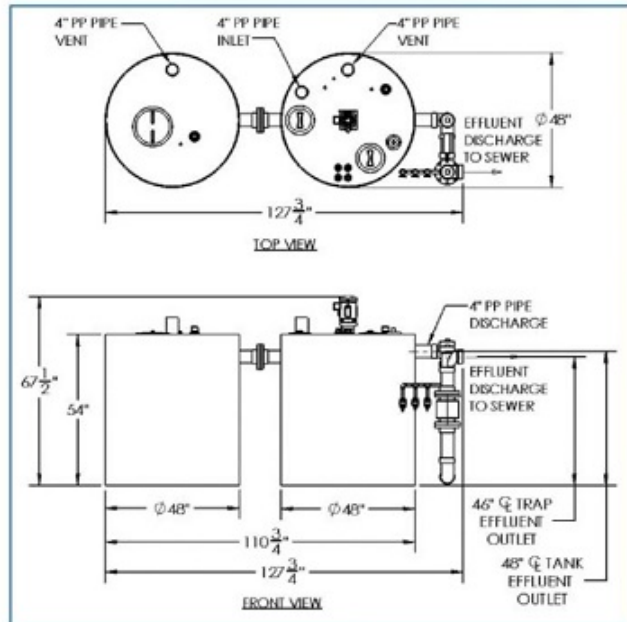
EXHIBIT M -2-



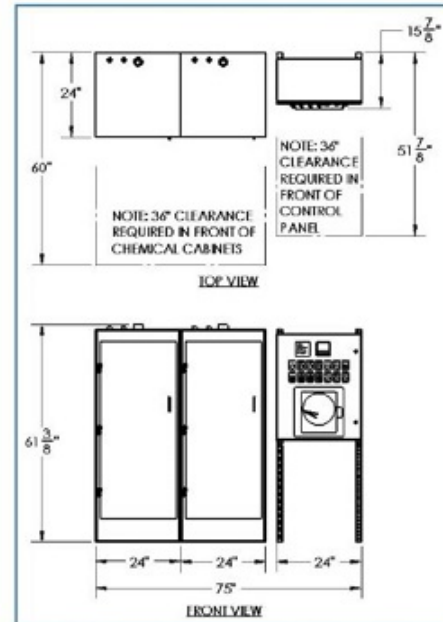
**SPECIFICATIONS**

- Max flow of 5,000 Gallons/Day
- 120VAC, 30amp power feed
- Treatment and discharge is performed in batches to improve efficiency and reduce system odor.
- Component layout and orientation is often customized depending on pH room or pit dimensions.

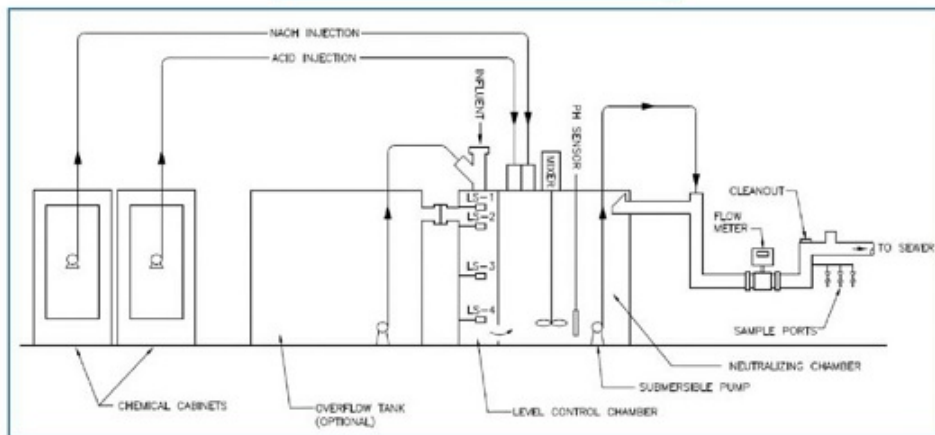
**TANKS AND EFFLUENT TRAP**



**CHEMICAL CABINETS AND CONTROL PANEL**



**PROCESS FLOW DIAGRAM**



[www.ppmprocess.com](http://www.ppmprocess.com)

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**EXHIBIT N**

**CONSTRUCTION RULES AND REGULATIONS**

**100, 125 & 150 Cambridge  
Park Drive**

**Construction Rules and  
Regulations**

**Revised 11/8/19**

**EXHIBIT N -1-**

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## General Definitions

Buildings:	100, 125 & 150 Cambridge Park Drive
The Property Team:	Tom Congoran, Laura Mintz, Madison Hebb, and Chris King
Written Request:	Written request may be in the form of an email or any other designated format.
Building Systems:	Utilities, HVAC & life safety systems which are common to and or services any of the Buildings.
Contractor:	Any approved contractor, subcontractor and vendor and their personnel engaged to perform tenant or base building work.
IAQ:	Indoor Air Quality
Plans:	Hard and/or electronic, full set of architectural, MEP drawings and specifications required for the full review, required permitting and proper construction of work.
Contractor:	Contractor that is approved by The Property Team to perform construction work at one or more of the Buildings.
Regular Business Hours:	Monday-Friday, 8:00AM - 6:00 PM, Saturdays, 8:00 AM - 1:00 PM, holidays excluded.
Work:	Any alterations, improvements, additions, repairs or installations in the Buildings.
Utility:	Services may include but not limited to the following: Electricity, gas and water.

## General Overview

This Construction Rules and Regulations Manual is intended to provide for the efficient and safe scheduling and completion of Work at 100, 125 & 150 Cambridge Park Drive, Cambridge, MA and to mitigate unnecessary noise, odor and/or other inconveniences.

Please note the following requirements. Further details are provided in subsequent pages.

1. The Property Team must be contacted before any construction project is scheduled to assist with coordination and implementation.
2. A full set of architectural and engineering plans, detailing the entirety of the Work, must be presented in either (or both) electronic format or hard copy at least ten (10) business days in advance of proposed construction commencement.
3. Written approval of the Work is required from The Property Team before construction commences.
4. The Property Team must approve the proposed Contractor(s). The Team reserves the right to prohibit any Contractor from performing Work at any Building should it deem appropriate.
5. Contractor shall submit a detailed project schedule and provide weekly two week look ahead.
6. Noisy, disruptive, odor creating and/or dust producing work, as well as the delivery of construction materials, be completed outside of Regular Business Hours.
7. The Property Team reserves the right to halt any construction when any conditions or operations do not meet the criteria outlined in this Manual.
8. Contractors are expected to maintain safe and orderly conditions, labor harmony, and properly handle all hazardous materials.
9. One or more negative air machines may be required for part or the full duration of the work to mitigate any IAQ issues, as determined in the sole discretion of The Property Team.
10. Any overtime coverage by building engineers, security, etc. or other out-of-pocket expenses will be backcharged to the project.
11. Contractor shall ensure that all equipment, materials and accessories are stored neatly and safely. Neither the Building's owner or Longfellow Property Management or any related entities will be responsible for any loss or damage in/around the work site.
12. Contractor must use the Building's designated DDC controls vendor, fire alarm vendor and any other provider The Property Team deems appropriate.

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### **Commencement of Work**

No work shall be performed until The Property Team approves the design, construction schedule and proposed list Contractors. Subsequent design or scheduling changes must also be submitted for advance approval.

A kickoff meeting is required prior to the commencement of the Work as are regularly scheduled project meetings. Contractor will be responsible to develop, update and issue Meeting Minutes to The Project Team in advance of each meeting.

The following documentation is required prior to construction commencement.

- Schedule for the work, including anticipated start and completion dates, daily work schedule, phasing, special working hours, as well as a list of anticipated system shut downs;
- A full contact list of all primary project contacts including the project's superintendent(s) including names, email addresses, emergency and other telephone numbers;
- Copies of all building permits, licenses, and/or other approvals;
- Certificates of insurance for all Contractors with limits and additional insureds included as required by the Owner;
- Contractor's NFPA 241 plan, if required, coordinated to the Building's plan;
- Safety plans from the Contractor detailing their policies and procedures related to safe working conditions which adhere to all building, state/local/federal requirements; and
- Any other or additional required documentation.

### **Access/Parking**

Contractor's personnel shall enter/exit the building through the loading dock and access relevant work floor(s) via the freight elevator (where applicable). At no time will any Contractor be allowed to utilize a passenger elevator, without the prior authorization of The Property Team.

The Contractor's project superintendent/primary lead will be provided one building access card and will be responsible for using this to provide access to any and all personnel. Security will not be responsible to provide any building or tenant access.

Contractor's personnel may be required to sign in/out daily.

Building access for any work scheduled performed outside of Regular Business Hours must be approved in advance with a minimum of 72 hours notice.

All required access into other tenant suites or base building areas must be coordinated with a representative of The Property Team. In no case may a Contractor visit any tenant suite or secured base building area without advance approval. Further, all visits shall include a representative designated by The Property Team.

Contractor's personnel are responsible to secure parking. On-site parking is not allowed in any Building parking facilities, in or near loading docks, handicapped spaces, fire access lanes, or any private way. Unauthorized vehicles parked will be towed at the owner's expense.

Contractor's personnel are expressly prohibited from entering (other) tenant, private or public space without being escorted by a designated representative of The Property Team.

### **Coordination**

All work shall be carried out expeditiously and with minimum disturbance and disruption to the Building's operation and without causing discomfort or inconvenience to occupants and/or the public.

The Property Team shall have the right to stop the activities and/or to require rescheduling of work based on any potential or real adverse impact interfering with routine operations.

Contractor must obtain advance authorization before undertaking any work which will or may impact any space outside the designated work area(s). All such work, once approved, may be required to be performed outside of Normal Business Hours by The Property Team. Any related required engineering or security charges will be backcharged to the project.

No work shall be performed in the Building's mechanical or electrical equipment rooms without prior approval and supervision provided by a designated representative of The Property Team. No work will be performed on live equipment, including but not limited to electrical panels. Any Contractor found to be working on live equipment will be removed from the Building immediately.

Contractor shall work in harmony with any and all other working on-site. Contractor shall not take any action which would violate Landlord's labor contracts or which would cause a work stoppage, picketing, labor disruption or dispute, or interfere with any business or with the rights and privileges of any person lawfully in the Building. The Property Team reserves the right to immediately suspend or terminate any work that gave rise to the labor interruption.

### **Work Required to be Completed After Hours**

The following work must be completed outside of Normal Business Hours:

*System Shutdowns*

- Utility shutdowns, disruptions, disconnections, and/or turnovers that will or may be disruptive. Examples include but are not limited to work related to utilities, plumbing, HVAC operations, life safety systems, etc. See further below for additional details. All such work shall be approved, coordinated, and supervised by a representative of The Property Team. All out of pocket costs will be backcharged to the project.
- Any work requiring a system(s) shut down will require a minimum of 72 hours-notice or more depending on the work.
- Smoke detectors must be taken offline prior to the commencement of work which could result in a false alarm. The Property Team will manage all fire alarm disconnects and reconnects. All related costs will be backcharged to the project.

#### *Noise, Fumes and Other Disruptions*

- Activities which create high levels of noise, including but not limited to demolition, coring, drilling, hammering, power saws and ramsetting.
- Any work causing fumes, odors, and excessive dust which cannot be sufficiently mitigated by negative air machines. Work involving soldering, adhesives, solvents, painting, refinishing, may be included.
- Demolition, loud and/or noxious work.
- The delivery of construction or other materials and the distribution of such materials.
- Trash outs and large deliveries must be scheduled at least 48 hours in advance.
- All welding and heat cutting work.
- Fire alarm testing must be scheduled for before 7 am or after 6 pm, Monday – Friday.

#### *Coring*

Coring work must be completed off hours and scheduled in advance with The Property Team and impacted tenant(s).

Some floors require scanning in advance because of imbedded power, control and fire alarm conduit. Therefore, the area(s) to receive cores must be reviewed in advance with a member of The Property Team to determine if scanning is applicable. If required, the results of the scans (or x-ray mapping) must be issued to The Property Team for review and further Contractor direction(s).

#### **Life Safety Work**

All sprinkler work must be completed in accordance with the local Fire Department, the Building's Construction Impairment Plan and/or other relevant governing agencies. Contractor must use the Building's designated fire alarm vendor.

All sprinkler contractors must be approved by The Property Team. No sprinkler shutoff valves shall be opened or closed without approval by and supervision of The Property Team's Fire Prevention Program Manager/Fire Safety Coordinator or designated alternate.

Life safety sprinklers must be returned to full operation no later than the end of the work day. If these conditions cannot be met, The Property Team will require a Fire Watch provided by the local Fire Department which will be backcharged to the project.

Contractor is responsible for providing sufficiently tested and fully operational fire extinguishers for the duration of construction.

#### *Welding and Heat Cutting Work*

Before any welding or cutting is done the contractor must obtain a welding and cutting permit from the local Fire Prevention office and submit it to The Property Team for advance approval. A letter approving this work may be required by the Fire Department and if so will be provided by The Property Team with sufficient notice.

A local Fire Watch must be maintained where the work is being conducted. The area shall be monitored by the Contractor or fire detail for three hours after the work is complete. If there is a chance that slag could enter into a utility or elevator shaft, the fire watch should also cover the base of the shaft.

All combustible materials shall be located at least 35 feet from the welding and burning area and must be covered by non-combustible materials.

All flammable liquids and materials must be removed from the welding and burning location.

A minimum of 1 multi-purpose 20 lb. Fire extinguisher must be provided within 10 feet of the work area.

All floor, wall penetrations, air ducts and transfers shall be covered and the air turned off to prevent sparks from traveling through ductwork.

Smoke eaters will be required anytime excessive smoke is present. The contractor will be responsible for notifying The Property Team of any smoke created and will receive direction of what steps will be required to eliminate or reduce the smoke.

#### **Reporting Incidents**

All accidents, disturbances, labor disputes or threats thereof, and any noteworthy events shall be reported immediately to The Property Team. A follow up written incident may be required.



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**Property Team  
Contact Information**

**Project Management**

Project Manager <a href="mailto:tcongoran@lfrep.com">tcongoran@lfrep.com</a>	Tom Congoran	617-303-2911
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**Building Management**

General Manager <a href="mailto:lmintz@lfrep.com">lmintz@lfrep.com</a>	Laura Mintz	617-908-0944
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Property Manager <a href="mailto:mhebb@lfrep.com">mhebb@lfrep.com</a>	Madison Hebb	617-354-3590
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Facilities Operations Manager <a href="mailto:cking@lfrep.com">cking@lfrep.com</a>	Chris King	617-590-6348
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EXHIBIT N -8-

## VOR BIOPHARMA INC.

2015 STOCK INCENTIVE PLAN  
(as amended)1. Purpose

The purpose of this 2015 Stock Incentive Plan (the “Plan”) of Vor Biopharma Inc., a Delaware corporation (the “Company”), is to advance the interests of the Company’s stockholders by enhancing the Company’s ability to attract, retain and motivate persons who are expected to make important contributions to the Company and by providing such persons with equity ownership opportunities and performance-based incentives that are intended to better align the interests of such persons with those of the Company’s stockholders. Except where the context otherwise requires, the term “Company” shall include any of the Company’s present or future parent or subsidiary corporations as defined in Sections 424(e) or (f) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the “Code”) and any other business venture (including, without limitation, joint venture or limited liability company) in which the Company has a controlling interest, as determined by the Board of Directors of the Company (the “Board”).

2. Eligibility

All of the Company’s employees, officers, directors, consultants and advisors are eligible to be granted options, restricted stock, restricted stock units and other stock-based awards (each, an “Award”) under the Plan. Each person who receives an Award under the Plan is deemed a “Participant”.

3. Administration and Delegation

(a) Administration by Board of Directors. The Plan will be administered by the Board. The Board shall have authority to grant Awards and to adopt, amend and repeal such administrative rules, guidelines and practices relating to the Plan as it shall deem advisable. The Board may construe and interpret the terms of the Plan and any Award agreements entered into under the Plan. The Board may correct any defect, supply any omission or reconcile any inconsistency in the Plan or any Award in the manner and to the extent it shall deem expedient to carry the Plan into effect and it shall be the sole and final judge of such expediency. All decisions by the Board shall be made in the Board’s sole discretion and shall be final and binding on all persons having or claiming any interest in the Plan or in any Award. No director or person acting pursuant to the authority delegated by the Board shall be liable for any action or determination relating to or under the Plan made in good faith.

(b) Appointment of Committees. To the extent permitted by applicable law, the Board may delegate any or all of its powers under the Plan to one or more committees or subcommittees of the Board (a “Committee”). All references in the Plan to the “Board” shall mean the Board or a Committee of the Board or the officers referred to in Section 3(c) to the extent that the Board’s powers or authority under the Plan have been delegated to such Committee or officers.

(c) Delegation to Officers. To the extent permitted by applicable law, the Board may delegate to one or more officers of the Company the power to grant Awards (subject to any limitations under the Plan) to employees or officers of the Company or any of its present or future subsidiary corporations and to exercise such other powers under the Plan as the Board may determine, provided that the Board shall fix the terms of the Awards to be granted by such officers (including the exercise price of such Awards, which may include a formula by which the exercise price will be determined) and the maximum number of shares subject to Awards that the officers may grant; provided further, however, that no officer shall be authorized to grant Awards to any “executive officer” of the Company (as defined by Rule 3b-7 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) or to any “officer” of the Company (as defined by Rule 16a-1 under the Exchange Act).

#### 4. Stock Available for Awards.

(a) Number of Shares. Subject to adjustment under Section 8, Awards may be made under the Plan for up to 71,670,659 shares of common stock, \$0.0001 par value per share, of the Company (the “Common Stock”). If any Award expires or is terminated, surrendered or canceled without having been fully exercised, is forfeited in whole or in part (including as the result of shares of Common Stock subject to such Award being repurchased by the Company at the original issuance price pursuant to a contractual repurchase right), or results in any Common Stock not being issued, the unused Common Stock covered by such Award shall again be available for the grant of Awards under the Plan. Further, shares of Common Stock tendered to the Company by a Participant to exercise an Award shall be added to the number of shares of Common Stock available for the grant of Awards under the Plan. However, in the case of Incentive Stock Options (as hereinafter defined), the foregoing provisions shall be subject to any limitations under the Code. Shares issued under the Plan may consist in whole or in part of authorized but unissued shares or treasury shares.

(b) Substitute Awards. In connection with a merger or consolidation of an entity with the Company or the acquisition by the Company of property or stock of an entity, the Board may grant Awards in substitution for any options or other stock or stock-based awards granted by such entity or an affiliate thereof. Substitute Awards may be granted on such terms as the Board deems appropriate in the circumstances, notwithstanding any limitations on Awards contained in the Plan. Substitute Awards shall not count against the overall share limit set forth in Section 4(a), except as may be required by reason of Section 422 and related provisions of the Code.

#### 5. Stock Options

(a) General. The Board may grant options to purchase Common Stock (each, an “Option”) and determine the number of shares of Common Stock to be covered by each Option, the exercise price of each Option and the conditions and limitations applicable to the exercise of each Option, including conditions relating to applicable federal or state securities laws, as it considers necessary or advisable. An Option that is not intended to be an Incentive Stock Option shall be designated a “Nonstatutory Stock Option”.

(b) Incentive Stock Options. An Option that the Board intends to be an “incentive stock option” as defined in Section 422 of the Code (an “Incentive Stock Option”) shall only be granted to employees of the Company, any of the Company’s present or future parent or subsidiary corporations as defined in Sections 424(e) or (f) of the Code, and any other entities the employees of which are eligible to receive Incentive Stock Options under the Code, and shall be subject to and shall be construed consistently with the requirements of Section 422 of the Code. The Company shall have no liability to a Participant, or any other party, if an Option (or any part thereof) that is intended to be an Incentive Stock Option is not an Incentive Stock Option or for any action taken by the Board, including without limitation the conversion of an Incentive Stock Option to a Nonstatutory Stock Option.

(c) Exercise Price. The Board shall establish the exercise price of each Option and specify the exercise price in the applicable option agreement. The exercise price shall be not less than 100% of the Fair Market Value (as defined below) on the date the Option is granted.

(d) Duration of Options. Each Option shall be exercisable at such times and subject to such terms and conditions as the Board may specify in the applicable option agreement.

(e) Exercise of Options. Options may be exercised by delivery to the Company of a written notice of exercise signed by the proper person or by any other form of notice (including electronic notice) approved by the Board together with payment in full as specified in Section 5(f) for the number of shares for which the Option is exercised. Shares of Common Stock subject to the Option will be delivered by the Company as soon as practicable following exercise.

(f) Payment Upon Exercise. Common Stock purchased upon the exercise of an Option granted under the Plan shall be paid for as follows:

(1) in cash or by check, payable to the order of the Company;

(2) when the Common Stock is registered under the Exchange Act, except as may otherwise be provided in the applicable option agreement, by (i) delivery of an irrevocable and unconditional undertaking by a creditworthy broker to deliver promptly to the Company sufficient funds to pay the exercise price and any required tax withholding or (ii) delivery by the Participant to the Company of a copy of irrevocable and unconditional instructions to a creditworthy broker to deliver promptly to the Company cash or a check sufficient to pay the exercise price and any required tax withholding;

(3) when the Common Stock is registered under the Exchange Act and to the extent provided for in the applicable option agreement or approved by the Board, in its sole discretion, by delivery (either by actual delivery or attestation) of shares of Common Stock owned by the Participant valued at their fair market value as determined by (or in a manner approved by) the Board (“Fair Market Value”), provided (i) such method of payment is then permitted under applicable law, (ii) such Common Stock, if acquired directly from the Company, was owned by the Participant for such minimum period of time, if any, as may be established by the Board in its discretion and (iii) such Common Stock is not subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements;

(4) to the extent permitted by applicable law and provided for in the applicable option agreement or approved by the Board, in its sole discretion, by (i) delivery of a promissory note of the Participant to the Company on terms determined by the Board, or (ii) payment of such other lawful consideration as the Board may determine; or

(5) by any combination of the above permitted forms of payment.

#### 6. Restricted Stock; Restricted Stock Units

(a) General. The Board may grant Awards entitling recipients to acquire shares of Common Stock ("Restricted Stock"), subject to the right of the Company to repurchase all or part of such shares at their issue price or other stated or formula price (or to require forfeiture of such shares if issued at no cost) from the recipient in the event that conditions specified by the Board in the applicable Award are not satisfied prior to the end of the applicable restriction period or periods established by the Board for such Award. Instead of granting Awards for Restricted Stock, the Board may grant Awards entitling the recipient to receive shares of Common Stock or cash to be delivered at the time such Award vests ("Restricted Stock Units") (Restricted Stock and Restricted Stock Units are each referred to herein as a "Restricted Stock Award").

(b) Terms and Conditions for All Restricted Stock Awards. The Board shall determine the terms and conditions of a Restricted Stock Award, including the conditions for vesting and repurchase (or forfeiture) and the issue price, if any.

#### (c) Additional Provisions Relating to Restricted Stock.

(1) Dividends. Participants holding shares of Restricted Stock will be entitled to all ordinary cash dividends paid with respect to such shares, unless otherwise provided by the Board. Unless otherwise provided, by the Board, if any dividends or distributions are paid in shares, or consist of a dividend or distribution to holders of Common Stock other than an ordinary cash dividend, the shares, cash or other property will be subject to the same restrictions on transferability and forfeitability as the shares of Restricted Stock with respect to which they were paid. Each dividend payment will be made no later than the end of the calendar year in which the dividends are paid to shareholders of that class of stock or, if later, the 15th day of the third month following the date the dividends are paid to shareholders of that class of stock.

(2) Stock Certificates. The Company may require that any stock certificates issued in respect of shares of Restricted Stock shall be deposited in escrow by the Participant, together with a stock power endorsed in blank, with the Company (or its designee). At the expiration of the applicable restriction periods, the Company (or such designee) shall deliver the certificates no longer subject to such restrictions to the Participant or if the Participant has died, to the beneficiary designated, in a manner determined by the Board, by a Participant to receive amounts due or exercise rights of the Participant in the event of the Participant's death (the "Designated Beneficiary"). In the absence of an effective designation by a Participant, "Designated Beneficiary" shall mean the Participant's estate.

## 7. Other Stock-Based Awards

Other Awards of shares of Common Stock, and other Awards that are valued in whole or in part by reference to, or are otherwise based on, shares of Common Stock or other property, may be granted hereunder to Participants ("Other Stock-Based Awards"), including without limitation stock appreciation rights ("SARs") and Awards entitling recipients to receive shares of Common Stock to be delivered in the future. Such Other Stock-Based Awards shall also be available as a form of payment in the settlement of other Awards granted under the Plan or as payment in lieu of compensation to which a Participant is otherwise entitled. Other Stock-Based Awards may be paid in shares of Common Stock or cash, as the Board shall determine. Subject to the provisions of the Plan, the Board shall determine the terms and conditions of each Other Stock-Based Award, including any purchase price applicable thereto.

## 8. Adjustments for Changes in Common Stock and Certain Other Events

(a) Changes in Capitalization. In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event, or any dividend or distribution to holders of Common Stock other than an ordinary cash dividend, (i) the number and class of securities available under this Plan, (ii) the number and class of securities and exercise price per share of each outstanding Option, (iii) the number of shares subject to and the repurchase price per share subject to each outstanding Restricted Stock Award, and (iv) the terms of each other outstanding Award shall be equitably adjusted by the Company (or substituted Awards may be made, if applicable) in the manner determined by the Board. Without limiting the generality of the foregoing, in the event the Company effects a split of the Common Stock by means of a stock dividend and the exercise price of and the number of shares subject to an outstanding Option are adjusted as of the date of the distribution of the dividend (rather than as of the record date for such dividend), then an optionee who exercises an Option between the record date and the distribution date for such stock dividend shall be entitled to receive, on the distribution date, the stock dividend with respect to the shares of Common Stock acquired upon such Option exercise, notwithstanding the fact that such shares were not outstanding as of the close of business on the record date for such stock dividend.

### (b) Reorganization Events.

(1) Definition. A "Reorganization Event" shall mean: (a) any merger or consolidation of the Company with or into another entity as a result of which all of the Common Stock of the Company is converted into or exchanged for the right to receive cash, securities or other property or is cancelled, (b) any exchange of all of the Common Stock of the Company for cash, securities or other property pursuant to a share exchange transaction or (c) any liquidation or dissolution of the Company.

(2) Consequences of a Reorganization Event on Awards Other than Restricted Stock Awards. In connection with a Reorganization Event, the Board may take any one or more of the following actions as to all or any (or any portion of) outstanding Awards other than Restricted Stock Awards on such terms as the Board determines: (i) provide that Awards shall be assumed, or substantially equivalent Awards shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof), (ii) upon written notice to a Participant, provide that the Participant's unexercised Awards will terminate immediately prior to the consummation of such Reorganization Event unless exercised by the Participant within a specified period following the date of such notice, (iii) provide that outstanding Awards shall become exercisable,

realizable, or deliverable, or restrictions applicable to an Award shall lapse, in whole or in part prior to or upon such Reorganization Event, (iv) in the event of a Reorganization Event under the terms of which holders of Common Stock will receive upon consummation thereof a cash payment for each share surrendered in the Reorganization Event (the "Acquisition Price"), make or provide for a cash payment to a Participant equal to the excess, if any, of (A) the Acquisition Price times the number of shares of Common Stock subject to the Participant's Awards (to the extent the exercise price does not exceed the Acquisition Price) over (B) the aggregate exercise price of all such outstanding Awards and any applicable tax withholdings, in exchange for the termination of such Awards, (v) provide that, in connection with a liquidation or dissolution of the Company, Awards shall convert into the right to receive liquidation proceeds (if applicable, net of the exercise price thereof and any applicable tax withholdings) and (vi) any combination of the foregoing. In taking any of the actions permitted under this Section 8(b), the Board shall not be obligated by the Plan to treat all Awards, all Awards held by a Participant, or all Awards of the same type, identically.

For purposes of clause (i) above, an Option shall be considered assumed if, following consummation of the Reorganization Event, the Option confers the right to purchase, for each share of Common Stock subject to the Option immediately prior to the consummation of the Reorganization Event, the consideration (whether cash, securities or other property) received as a result of the Reorganization Event by holders of Common Stock for each share of Common Stock held immediately prior to the consummation of the Reorganization Event (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Common Stock); provided, however, that if the consideration received as a result of the Reorganization Event is not solely common stock of the acquiring or succeeding corporation (or an affiliate thereof), the Company may, with the consent of the acquiring or succeeding corporation, provide for the consideration to be received upon the exercise of Options to consist solely of common stock of the acquiring or succeeding corporation (or an affiliate thereof) equivalent in value (as determined by the Board) to the per share consideration received by holders of outstanding shares of Common Stock as a result of the Reorganization Event.

(3) Consequences of a Reorganization Event on Restricted Stock Awards. Upon the occurrence of a Reorganization Event other than a liquidation or dissolution of the Company, the repurchase and other rights of the Company under each outstanding Restricted Stock Award shall inure to the benefit of the Company's successor and shall, unless the Board determines otherwise, apply to the cash, securities or other property which the Common Stock was converted into or exchanged for pursuant to such Reorganization Event in the same manner and to the same extent as they applied to the Common Stock subject to such Restricted Stock Award. Upon the occurrence of a Reorganization Event involving the liquidation or dissolution of the Company, except to the extent specifically provided to the contrary in the instrument evidencing any Restricted Stock Award or any other agreement between a Participant and the Company, all restrictions and conditions on all Restricted Stock Awards then outstanding shall automatically be deemed terminated or satisfied.

## 9. General Provisions Applicable to Awards

(a) Transferability of Awards. Except as the Board may otherwise determine or provide in an Award, Awards shall not be sold, assigned, transferred, pledged or otherwise encumbered by the person to whom they are granted, either voluntarily or by operation of law, except by will or the laws of descent and distribution or, other than in the case of an Incentive Stock Option, pursuant to a qualified domestic relations order, and, during the life of the Participant, shall be exercisable only by the Participant. References to a Participant, to the extent relevant in the context, shall include references to authorized transferees.

(b) Documentation. Each Award shall be evidenced in such form (written, electronic or otherwise) as the Board shall determine. Each Award may contain terms and conditions in addition to those set forth in the Plan.

(c) Board Discretion. Except as otherwise provided by the Plan, each Award may be made alone or in addition or in relation to any other Award. The terms of each Award need not be identical, and the Board need not treat Participants uniformly.

(d) Termination of Status. The Board shall determine the effect on an Award of the disability, death, termination or other cessation of employment, authorized leave of absence or other change in the employment or other status of a Participant and the extent to which, and the period during which, the Participant, or the Participant's legal representative, conservator, guardian or Designated Beneficiary, may exercise rights under the Award.

(e) Withholding. The Participant must satisfy all applicable federal, state, and local or other income and employment tax withholding obligations before the Company will deliver stock certificates or otherwise recognize ownership of Common Stock under an Award. The Company may decide to satisfy the withholding obligations through additional withholding on salary or wages. If the Company elects not to or cannot withhold from other compensation, the Participant must pay the Company the full amount, if any, required for withholding or have a broker tender to the Company cash equal to the withholding obligations. Payment of withholding obligations is due before the Company will issue any shares on exercise or release from forfeiture of an Award or, if the Company so requires, at the same time as payment of the exercise price unless the Company determines otherwise. If provided for in an Award or approved by the Board in its sole discretion, a Participant may satisfy such tax obligations in whole or in part by delivery of shares of Common Stock, including shares retained from the Award creating the tax obligation, valued at their Fair Market Value; provided, however, except as otherwise provided by the Board, that the total tax withholding where stock is being used to satisfy such tax obligations cannot exceed the Company's minimum statutory withholding obligations (based on minimum statutory withholding rates for federal and state tax purposes, including payroll taxes, that are applicable to such supplemental taxable income). Shares surrendered to satisfy tax withholding requirements cannot be subject to any repurchase, forfeiture, unfulfilled vesting or other similar requirements.

(f) Amendment of Award.

(1) The Board may amend, modify or terminate any outstanding Award, including but not limited to, substituting therefor another Award of the same or a different type, changing the date of exercise or realization, and converting an Incentive Stock Option to a Nonstatutory Stock Option. The Participant's consent to such action shall be required unless (i) the Board determines that the action, taking into account any related action, would not materially and adversely affect the Participant's rights under the Plan or (ii) the change is permitted under Section 8 hereof.



(2) The Board may, without stockholder approval, amend any outstanding Award granted under the Plan to provide an exercise price per share that is lower than the then- current exercise price per share of such outstanding Award. The Board may also, without stockholder approval, cancel any outstanding award (whether or not granted under the Plan) and grant in substitution therefor new Awards under the Plan covering the same or a different number of shares of Common Stock and having an exercise price per share lower than the then- current exercise price per share of the cancelled award.

(g) Conditions on Delivery of Stock. The Company will not be obligated to deliver any shares of Common Stock pursuant to the Plan or to remove restrictions from shares previously delivered under the Plan until (i) all conditions of the Award have been met or removed to the satisfaction of the Company, (ii) in the opinion of the Company's counsel, all other legal matters in connection with the issuance and delivery of such shares have been satisfied, including any applicable securities laws and any applicable stock exchange or stock market rules and regulations, and (iii) the Participant has executed and delivered to the Company such representations or agreements as the Company may consider appropriate to satisfy the requirements of any applicable laws, rules or regulations.

(h) Acceleration. The Board may at any time provide that any Award shall become immediately exercisable in full or in part, free of some or all restrictions or conditions, or otherwise realizable in full or in part, as the case may be.

#### 10. Miscellaneous

(a) No Right To Employment or Other Status. No person shall have any claim or right to be granted an Award, and the grant of an Award shall not be construed as giving a Participant the right to continued employment or any other relationship with the Company. The Company expressly reserves the right at any time to dismiss or otherwise terminate its relationship with a Participant free from any liability or claim under the Plan, except as expressly provided in the applicable Award.

(b) No Rights As Stockholder. Subject to the provisions of the applicable Award, no Participant or Designated Beneficiary shall have any rights as a stockholder with respect to any shares of Common Stock to be distributed with respect to an Award until becoming the record holder of such shares.

(c) Effective Date and Term of Plan. The Plan shall become effective on the date on which it is adopted by the Board. No Awards shall be granted under the Plan after the expiration of 10 years from the earlier of (i) the date on which the Plan was adopted by the Board or (ii) the date the Plan was approved by the Company's stockholders, but Awards previously granted may extend beyond that date.

(d) Amendment of Plan. The Board may amend, suspend or terminate the Plan or any portion thereof at any time; provided that if at any time the approval of the Company's stockholders is required as to any modification or amendment under Section 422 of the Code or any successor provision with respect to Incentive Stock Options, the Board may not effect such modification or amendment without such approval. Unless otherwise specified in the amendment, any amendment to the Plan adopted in accordance with this Section 10(d) shall apply to, and be binding on the holders of, all Awards outstanding under the Plan at the time the amendment is adopted, provided the Board determines that such amendment does not materially and adversely affect the rights of Participants under the Plan.

(e) Authorization of Sub-Plans. The Board may from time to time establish one or more sub-plans under the Plan for purposes of satisfying applicable blue sky, securities or tax laws of various jurisdictions. The Board shall establish such sub-plans by adopting supplements to this Plan containing (i) such limitations on the Board's discretion under the Plan as the Board deems necessary or desirable or (ii) such additional terms and conditions not otherwise inconsistent with the Plan as the Board shall deem necessary or desirable. All supplements adopted by the Board shall be deemed to be part of the Plan, but each supplement shall apply only to Participants within the affected jurisdiction and the Company shall not be required to provide copies of any supplement to Participants in any jurisdiction which is not the subject of such supplement.

(f) Compliance with Code Section 409A. No Award shall provide for deferral of compensation that does not comply with Section 409A of the Code, unless the Board, at the time of grant, specifically provides that the Award is not intended to comply with Section 409A of the Code. The Company shall have no liability to a Participant, or any other party, if an Award that is intended to be exempt from, or compliant with, Section 409A is not so exempt or compliant or for any action taken by the Board.

(g) Governing Law. The provisions of the Plan and all Awards made hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware, excluding choice-of-law principles of the law of such state that would require the application of the laws of a jurisdiction other than such state.

**VOR BIOPHARMA INC.**

Form of Incentive Stock Option Agreement  
Granted Under 2015 Stock Incentive Plan

1. Grant of Option.

This agreement evidences the grant by Vor Biopharma Inc., a Delaware corporation (the "Company"), on [DATE] (the "Grant Date") to [NAME], an employee of the Company (the "Participant"), of an option to purchase, in whole or in part, on the terms provided herein and in the Company's 2015 Stock Incentive Plan (the "Plan"), a total of [#] shares (the "Shares") of common stock, \$0.0001 par value per share, of the Company ("Common Stock") at \$[PRICE] per Share. Unless earlier terminated, this option shall expire at 5:00 p.m., Eastern time, on [DATE] (the "Final Exercise Date").

It is intended that the option evidenced by this agreement shall be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the "Code"). Except as otherwise indicated by the context, the term "Participant", as used in this option, shall be deemed to include any person who acquires the right to exercise this option validly under its terms.

2. Vesting Schedule.

This option will become exercisable ("vest") as to [\_\_\_%] of the original number of Shares on the [\_\_\_\_] anniversary of the Vesting Commencement Date and as to an additional [\_\_\_%] of the original number of Shares at the end of each successive [\_\_\_\_] period following the [\_\_\_\_] anniversary of the Vesting Commencement Date until the [\_\_\_\_] anniversary of the Vesting Commencement Date. The Vesting Commencement Date shall be [DATE].

The right of exercise shall be cumulative so that to the extent the option is not exercised in any period to the maximum extent permissible it shall continue to be exercisable, in whole or in part, with respect to all Shares for which it is vested until the earlier of the Final Exercise Date or the termination of this option under Section 3 hereof or the Plan.

3. Exercise of Option.

(a) Form of Exercise. Each election to exercise this option shall be accompanied by a completed Notice of Stock Option Exercise in the form attached hereto as Exhibit A, signed by the Participant, and received by the Company at its principal office, accompanied by this Agreement, and payment in full in the manner provided in the Plan. The Participant may purchase less than the number of shares covered hereby, provided that no partial exercise of this option may be for any fractional share.

(b) Continuous Relationship with the Company Required. Except as otherwise provided in this Section 3, this option may not be exercised unless the Participant, at the time he or she exercises this option, is, and has been at all times since the Grant Date, an employee or officer of, or consultant or advisor to, the Company or any parent or subsidiary of the Company as defined in Section 424(e) or (f) of the Code (an "Eligible Participant").

(c) Termination of Relationship with the Company. If the Participant ceases to be an Eligible Participant for any reason, then, except as provided in paragraphs (d) and (e) below, the right to exercise this option shall terminate three months after such cessation (but in no event after the Final Exercise Date), provided that this option shall be exercisable only to the extent that the Participant was entitled to exercise this option on the date of such cessation. Notwithstanding the foregoing, if the Participant, prior to the Final Exercise Date, violates the non-competition or confidentiality provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company, the right to exercise this option shall terminate immediately upon such violation.

(d) Exercise Period Upon Death or Disability. If the Participant dies or becomes disabled (within the meaning of Section 22(e)(3) of the Code) prior to the Final Exercise Date while he or she is an Eligible Participant and the Company has not terminated such relationship for "cause" as specified in paragraph (e) below, this option shall be exercisable, within the period of one year following the date of death or disability of the Participant, by the Participant (or in the case of death by an authorized transferee), provided that this option shall be exercisable only to the extent that this option was exercisable by the Participant on the date of his or her death or disability, and further provided that this option shall not be exercisable after the Final Exercise Date.

(e) Termination for Cause. If, prior to the Final Exercise Date, the Participant's employment is terminated by the Company for Cause (as defined below), the right to exercise this option shall terminate immediately upon the effective date of such termination of employment. If the Participant is party to an employment or severance agreement with the Company that contains a definition of "cause" for termination of employment, "Cause" shall have the meaning ascribed to such term in such agreement. Otherwise, "Cause" shall mean willful misconduct by the Participant or willful failure by the Participant to perform his or her responsibilities to the Company (including, without limitation, breach by the Participant of any provision of any employment, consulting, advisory, nondisclosure, non-competition or other similar agreement between the Participant and the Company), as determined by the Company, which determination shall be conclusive. The Participant's employment shall be considered to have been terminated for Cause if the Company determines, within 30 days after the Participant's resignation, that termination for Cause was warranted.

#### 4. Company Right of First Refusal.

(a) Notice of Proposed Transfer. If the Participant proposes to sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively, "transfer") any Shares acquired upon exercise of this option, then the Participant shall first give written notice of the proposed transfer (the "Transfer Notice") to the Company. The Transfer Notice shall name the proposed transferee and state the number of such Shares the Participant proposes to transfer (the "Offered Shares"), the price per share and all other material terms and conditions of the transfer.

(b) Company Right to Purchase. For 30 days following its receipt of such Transfer Notice, the Company shall have the option to purchase all or part of the Offered Shares at the price and upon the terms set forth in the Transfer Notice. In the event the Company elects to purchase all or part of the Offered Shares, it shall give written notice of such election to the Participant within such 30-day period. Within 10 days after his or her receipt of such notice, the Participant shall tender to the Company at its principal offices the certificate or certificates representing the Offered Shares to be purchased by the Company, duly endorsed in blank by the Participant or with duly endorsed stock powers attached thereto, all in a form suitable for transfer of the Offered Shares to the Company. Promptly following receipt of such certificate or certificates, the Company shall deliver or mail to the Participant a check in payment of the purchase price for such Offered Shares; provided that if the terms of payment set forth in the Transfer Notice were other than cash against delivery, the Company may pay for the Offered Shares on the same terms and conditions as were set forth in the Transfer Notice; and provided further that any delay in making such payment shall not invalidate the Company's exercise of its option to purchase the Offered Shares.

(c) Shares Not Purchased By Company. If the Company does not elect to acquire all of the Offered Shares, the Participant may, within the 30-day period following the expiration of the option granted to the Company under subsection (b) above, transfer the Offered Shares which the Company has not elected to acquire to the proposed transferee, provided that such transfer shall not be on terms and conditions more favorable to the transferee than those contained in the Transfer Notice. Notwithstanding any of the above, all Offered Shares transferred pursuant to this Section 4 shall remain subject to the right of first refusal set forth in this Section 4 and such transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Section 4.

(d) Consequences of Non-Delivery. After the time at which the Offered Shares are required to be delivered to the Company for transfer to the Company pursuant to subsection (b) above, the Company shall not pay any dividend to the Participant on account of such Offered Shares or permit the Participant to exercise any of the privileges or rights of a stockholder with respect to such Offered Shares, but shall, insofar as permitted by law, treat the Company as the owner of such Offered Shares.

(e) Exempt Transactions. The following transactions shall be exempt from the provisions of this Section 4:

(1) any transfer of Shares to or for the benefit of any spouse, child or grandchild of the Participant, or to a trust for their benefit;

(2) any transfer pursuant to an effective registration statement filed by the Company under the Securities Act of 1933, as amended (the "Securities Act"); and

(3) the sale of all or substantially all of the outstanding shares of capital stock of the Company (including pursuant to a merger or consolidation);

provided, however, that in the case of a transfer pursuant to clause (1) above, such Shares shall remain subject to the right of first refusal set forth in this Section 4.

(f) Assignment of Company Right. The Company may assign its rights to purchase Offered Shares in any particular transaction under this Section 4 to one or more persons or entities.

(g) Termination. The provisions of this Section 4 shall terminate upon the earlier of the following events:

(1) the closing of the sale of shares of Common Stock in an underwritten public offering pursuant to an effective registration statement filed by the Company under the Securities Act; or

(2) the sale of all or substantially all of the outstanding shares of capital stock, assets or business of the Company, by merger, consolidation, sale of assets or otherwise (other than a merger or consolidation in which all or substantially all of the individuals and entities who were beneficial owners of the Company's voting securities immediately prior to such transaction beneficially own, directly or indirectly, more than 50% (determined on an as-converted basis) of the outstanding securities entitled to vote generally in the election of directors of the resulting, surviving or acquiring corporation in such transaction).

(h) No Obligation to Recognize Invalid Transfer. The Company shall not be required (1) to transfer on its books any of the Shares which shall have been sold or transferred in violation of any of the provisions set forth in this Section 4, or (2) to treat as owner of such Shares or to pay dividends to any transferee to whom any such Shares shall have been so sold or transferred.

(i) Legends. The certificate representing Shares shall bear a legend substantially in the following form (in addition to, or in combination with, any legend required by applicable federal and state securities laws and agreements relating to the transfer of the Company securities):

"The shares represented by this certificate are subject to a right of first refusal in favor of the Company, as provided in a certain stock option agreement with the Company."

##### 5. Agreement in Connection with Initial Public Offering.

The Participant agrees, in connection with the initial underwritten public offering of the Common Stock pursuant to a registration statement under the Securities Act, (i) not to (a) offer, pledge, announce the intention to sell, 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 other securities of the Company or (b) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of shares of Common Stock or other securities of the Company, whether any transaction described in clause (a) or (b) is to be settled by delivery of securities, in cash or otherwise, during the period beginning on the date of the filing of such registration statement with the Securities and Exchange Commission and ending 180 days after the date of the final prospectus relating to the offering (plus up to an additional 34 days to the extent requested by the managing underwriters for such offering in order to address Rule 2711(f) of the National Association of Securities Dealers, Inc. or any similar successor provision), and (ii) to execute any agreement reflecting clause (i) above as may be requested by the Company or the managing underwriters at the time of such offering. The Company may impose stop-transfer instructions with respect to the shares of Common Stock or other securities subject to the foregoing restriction until the end of the "lock-up" period.

6. Tax Matters.

(a) Withholding. No Shares will be issued pursuant to the exercise of this option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of this option.

(b) Disqualifying Disposition. If the Participant disposes of Shares acquired upon exercise of this option within two years from the Grant Date or one year after such Shares were acquired pursuant to exercise of this option, the Participant shall notify the Company in writing of such disposition.

7. Transfer Restrictions.

(a) This option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, this option shall be exercisable only by the Participant.

(b) The Participant agrees that he or she will not transfer any Shares issued pursuant to the exercise of this option unless the transferee, as a condition to such transfer, delivers to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of Section 4 and Section 5; provided that such a written confirmation shall not be required with respect to (1) Section 4 after such provision has terminated in accordance with Section 4(g) or (2) Section 5 after the completion of the lock-up period in connection with the Company's initial underwritten public offering.

8. Provisions of the Plan.

This option is subject to the provisions of the Plan (including the provisions relating to amendments to the Plan), a copy of which is furnished to the Participant with this option.

IN WITNESS WHEREOF, the Company has caused this option to be executed under its corporate seal by its duly authorized officer. This option shall take effect as a sealed instrument.

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

Name:

Title:



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PARTICIPANT'S ACCEPTANCE

The undersigned hereby accepts the foregoing option and agrees to the terms and conditions thereof. The undersigned hereby acknowledges receipt of a copy of the Company's 2015 Stock Incentive Plan.

NOTICE OF STOCK OPTION EXERCISE

[DATE]<sup>1</sup>

Vor Biopharma, Inc.  
501 Boylston Street, Suite 6102  
Boston, MA 02116

Attention: Treasurer

Dear Sir or Madam:

I am the holder of an Incentive Stock Option granted to me under the Vor Biopharma, Inc. (the "Company") 2010 Stock Incentive Plan on [ ]<sup>2</sup> for the purchase of [ ]<sup>3</sup> shares of Common Stock of the Company at a purchase price of \$[ ]<sup>4</sup> per share.

I hereby exercise my option to purchase [ ]<sup>5</sup> shares of Common Stock (the "Shares"), for which I have enclosed [ ]<sup>6</sup> in the amount of [ ]<sup>7</sup>. Please register my stock certificate as follows:

Name(s): <sup>8</sup>

Address:

- 
- 1 Enter date of exercise.
  - 2 Enter the date of grant.
  - 3 Enter the total number of shares of Common Stock for which the option was granted.
  - 4 Enter the option exercise price per share of Common Stock.
  - 5 Enter the number of shares of Common Stock to be purchased upon exercise of all or part of the option.
  - 6 Enter "cash", "personal check" or if permitted by the option or Plan, "stock certificates No. XXXX and XXXX".
  - 7 Enter the dollar amount (price per share of Common Stock times the number of shares of Common Stock to be purchased), or the number of shares tendered. Fair market value of shares tendered, together with cash or check, must cover the purchase price of the shares issued upon exercise.
  - 8 Enter name(s) to appear on stock certificate in one of the following formats: (a) your name only (i.e., John Doe); (b) your name and other name (i.e., John Doe and Jane Doe, Joint Tenants with Right to Survivorship); or for Nonstatutory Stock Options only, (c) a child's name, with you as custodian (i.e. Jane Doe, Custodian for Tommy Doe). Note: There may be income and/or gift tax consequences for registering shares in a child's name.

I represent, warrant and covenant as follows:

1. I am purchasing the Shares for my own account for investment only, and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933 (the “**Securities Act**”), or any rule or regulation under the Securities Act.
2. I have had such opportunity as I have deemed adequate to obtain from representatives of the Company such information as is necessary to permit me to evaluate the merits and risks of my investment in the Company.
3. 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.
4. 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.
5. I understand that (i) the Shares have not been registered under the Securities Act and are “restricted securities” within the meaning of Rule 144 under the Securities Act, (ii) the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available; (iii) in any event, the exemption from registration under Rule 144 will not be available for at least one year and even then will not be available unless a public market then exists for the Common Stock, adequate information concerning the Company is then available to the public, and other terms and conditions of Rule 144 are complied with; and (iv) there is now no registration statement on file with the Securities and Exchange Commission with respect to any stock of the Company and the Company has no obligation or current intention to register the Shares under the Securities Act.

Very truly yours,

---

[Name]

VOR BIOPHARMA INC.

Nonstatutory Stock Option Agreement  
Granted Under 2015 Stock Incentive Plan

1. Grant of Option.

This agreement evidences the grant by Vor Biopharma Inc., a Delaware corporation (the "Company"), on \_\_\_\_\_, 20[ ] (the "Grant Date") to [ ], an [employee], [consultant], [director] of the Company (the "Participant"), of an option to purchase, in whole or in part, on the terms provided herein and in the Company's 2015 Stock Incentive Plan (the "Plan"), a total of [ ] shares (the "Shares") of common stock, \$0.0001 par value per share, of the Company ("Common Stock") at \$[ ] per Share. Unless earlier terminated, this option shall expire at 5:00 p.m., Eastern time, on [ ] (the "Final Exercise Date").

It is intended that the option evidenced by this agreement shall not be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the "Code"). Except as otherwise indicated by the context, the term "Participant", as used in this option, shall be deemed to include any person who acquires the right to exercise this option validly under its terms.

2. Vesting Schedule.

This option will become exercisable ("vest") as to [ ]% of the original number of Shares on the [ ] anniversary of the Vesting Commencement Date and as to an additional [ ]% of the original number of Shares at the end of each successive [ ] period following the first anniversary of the Vesting Commencement Date until the [ ] anniversary of the Vesting Commencement Date. The Vesting Commencement Date shall be [ ].

The right of exercise shall be cumulative so that to the extent the option is not exercised in any period to the maximum extent permissible it shall continue to be exercisable, in whole or in part, with respect to all Shares for which it is vested until the earlier of the Final Exercise Date or the termination of this option under Section 3 hereof or the Plan.

3. Exercise of Option.

(a) Form of Exercise. Each election to exercise this option shall be accompanied by a completed Notice of Stock Option Exercise in the form attached hereto as Exhibit A, signed by the Participant, and received by the Company at its principal office, accompanied by this Agreement, and payment in full in the manner provided in the Plan. The Participant may purchase less than the number of shares covered hereby, provided that no partial exercise of this option may be for any fractional share.

(b) Continuous Relationship with the Company Required. Except as otherwise provided in this Section 3, this option may not be exercised unless the Participant, at the time he or she exercises this option, is, and has been at all times since the Grant Date, an employee or officer of, or consultant or advisor to, the Company or any other entity the employees, officers, directors, consultants, or advisors of which are eligible to receive option grants under the Plan (an "Eligible Participant").

(c) Termination of Relationship with the Company. If the Participant ceases to be an Eligible Participant for any reason, then, except as provided in paragraphs (d) and (e) below, the right to exercise this option shall terminate three months after such cessation (but in no event after the Final Exercise Date), provided that this option shall be exercisable only to the extent that the Participant was entitled to exercise this option on the date of such cessation. Notwithstanding the foregoing, if the Participant, prior to the Final Exercise Date, violates the non-competition or confidentiality provisions of any employment contract, confidentiality and nondisclosure agreement or other agreement between the Participant and the Company, the right to exercise this option shall terminate immediately upon such violation.

(d) Exercise Period Upon Death or Disability. If the Participant dies or becomes disabled (within the meaning of Section 22(e)(3) of the Code) prior to the Final Exercise Date while he or she is an Eligible Participant and the Company has not terminated such relationship for "cause" as specified in paragraph (e) below, this option shall be exercisable, within the period of one year following the date of death or disability of the Participant, by the Participant (or in the case of death by an authorized transferee), provided that this option shall be exercisable only to the extent that this option was exercisable by the Participant on the date of his or her death or disability, and further provided that this option shall not be exercisable after the Final Exercise Date.

(e) Termination for Cause. If, prior to the Final Exercise Date, the Participant's employment or other relationship with the Company is terminated by the Company for Cause (as defined below), the right to exercise this option shall terminate immediately upon the effective date of such termination of employment or other relationship. If the Participant is party to an employment, consulting or severance agreement with the Company that contains a definition of "cause" for termination of employment or other relationship, "Cause" shall have the meaning ascribed to such term in such agreement. Otherwise, "Cause" shall mean willful misconduct by the Participant or willful failure by the Participant to perform his or her responsibilities to the Company (including, without limitation, breach by the Participant of any provision of any employment, consulting, advisory, nondisclosure, non-competition or other similar agreement between the Participant and the Company), as determined by the Company, which determination shall be conclusive. The Participant's employment or other relationship shall be considered to have been terminated for "Cause" if the Company determines, within 30 days after the Participant's resignation, that termination for Cause was warranted.

#### 4. Company Right of First Refusal.

(a) Notice of Proposed Transfer. If the Participant proposes to sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively, "transfer") any Shares acquired upon exercise of this option, then the Participant shall first give written notice of the proposed transfer (the "Transfer Notice") to the Company. The Transfer Notice shall name the proposed transferee and state the number of such Shares the Participant proposes to transfer (the "Offered Shares"), the price per share and all other material terms and conditions of the transfer.

(b) Company Right to Purchase. For 30 days following its receipt of such Transfer Notice, the Company shall have the option to purchase all or part of the Offered Shares at the price and upon the terms set forth in the Transfer Notice. In the event the Company elects to purchase all or part of the Offered Shares, it shall give written notice of such election to the Participant within such 30-day period. Within 10 days after his or her receipt of such notice, the Participant shall tender to the Company at its principal offices the certificate or certificates representing the Offered Shares to be purchased by the Company, duly endorsed in blank by the Participant or with duly endorsed stock powers attached thereto, all in a form suitable for transfer of the Offered Shares to the Company. Promptly following receipt of such certificate or certificates, the Company shall deliver or mail to the Participant a check in payment of the purchase price for such Offered Shares; provided that if the terms of payment set forth in the Transfer Notice were other than cash against delivery, the Company may pay for the Offered Shares on the same terms and conditions as were set forth in the Transfer Notice; and provided further that any delay in making such payment shall not invalidate the Company's exercise of its option to purchase the Offered Shares.

(c) Shares Not Purchased By Company. If the Company does not elect to acquire all of the Offered Shares, the Participant may, within the 30-day period following the expiration of the option granted to the Company under subsection (b) above, transfer the Offered Shares which the Company has not elected to acquire to the proposed transferee, provided that such transfer shall not be on terms and conditions more favorable to the transferee than those contained in the Transfer Notice. Notwithstanding any of the above, all Offered Shares transferred pursuant to this Section 4 shall remain subject to the right of first refusal set forth in this Section 4 and such transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Section 4.

(d) Consequences of Non-Delivery. After the time at which the Offered Shares are required to be delivered to the Company for transfer to the Company pursuant to subsection (b) above, the Company shall not pay any dividend to the Participant on account of such Offered Shares or permit the Participant to exercise any of the privileges or rights of a stockholder with respect to such Offered Shares, but shall, insofar as permitted by law, treat the Company as the owner of such Offered Shares.

(e) Exempt Transactions. The following transactions shall be exempt from the provisions of this Section 4:

- (1) any transfer of Shares to or for the benefit of any spouse, child or grandchild of the Participant, or to a trust for their benefit;
- (2) any transfer pursuant to an effective registration statement filed by the Company under the Securities Act of 1933, as amended (the "Securities Act"); and
- (3) the sale of all or substantially all of the outstanding shares of capital stock of the Company (including pursuant to a merger or consolidation);

provided, however, that in the case of a transfer pursuant to clause (1) above, such Shares shall remain subject to the right of first refusal set forth in this Section 4.

(f) Assignment of Company Right. The Company may assign its rights to purchase Offered Shares in any particular transaction under this Section 4 to one or more persons or entities.

(g) Termination. The provisions of this Section 4 shall terminate upon the earlier of the following events:

(1) the closing of the sale of shares of Common Stock in an underwritten public offering pursuant to an effective registration statement filed by the Company under the Securities Act; or

(2) the sale of all or substantially all of the outstanding shares of capital stock, assets or business of the Company, by merger, consolidation, sale of assets or otherwise (other than a merger or consolidation in which all or substantially all of the individuals and entities who were beneficial owners of the Company's voting securities immediately prior to such transaction beneficially own, directly or indirectly, more than 50% (determined on an as-converted basis) of the outstanding securities entitled to vote generally in the election of directors of the resulting, surviving or acquiring corporation in such transaction).

(h) No Obligation to Recognize Invalid Transfer. The Company shall not be required to transfer on its books any of the Shares which shall have been sold or transferred in violation of any of the provisions set forth in this Section 4, or (2) to treat as owner of such Shares or to pay dividends to any transferee to whom any such Shares shall have been so sold or transferred.

(i) Legends. The certificate representing Shares shall bear a legend substantially in the following form (in addition to, or in combination with, any legend required by applicable federal and state securities laws and agreements relating to the transfer of the Company securities):

“The shares represented by this certificate are subject to a right of first refusal in favor of the Company, as provided in a certain stock option agreement with the Company.”

##### 5. Agreement in Connection with Initial Public Offering.

The Participant agrees, in connection with the initial underwritten public offering of the Common Stock pursuant to a registration statement under the Securities Act, (i) not to (a) offer, pledge, announce the intention to sell, 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 other securities of the Company or (b) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of shares of Common Stock or other securities of the Company, whether any transaction described in clause (a) or (b) is to be settled by delivery of securities, in cash or otherwise, during the period beginning on the date of the filing of such registration statement with the Securities and Exchange Commission and

ending 180 days after the date of the final prospectus relating to the offering (plus up to an additional 34 days to the extent requested by the managing underwriters for such offering in order to address Rule 2711(f) of the National Association of Securities Dealers, Inc. or any similar successor provision), and (ii) to execute any agreement reflecting clause (i) above as may be requested by the Company or the managing underwriters at the time of such offering. The Company may impose stop-transfer instructions with respect to the shares of Common Stock or other securities subject to the foregoing restriction until the end of the “lock-up” period.

6. Withholding.

No Shares will be issued pursuant to the exercise of this option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of this option.

7. Transfer Restrictions.

(a) This option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, this option shall be exercisable only by the Participant.

(b) The Participant agrees that he or she will not transfer any Shares issued pursuant to the exercise of this option unless the transferee, as a condition to such transfer, delivers to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of Section 4 and Section 5; provided that such a written confirmation shall not be required with respect to (1) Section 4 after such provision has terminated in accordance with Section 4(g) or (2) Section 5 after the completion of the lock-up period in connection with the Company’s initial underwritten public offering.

8. Provisions of the Plan.

This option is subject to the provisions of the Plan (including the provisions relating to amendments to the Plan), a copy of which is furnished to the Participant with this option.



IN WITNESS WHEREOF, the Company has caused this option to be executed under its corporate seal by its duly authorized officer. This option shall take effect as a sealed instrument.

VOR BIOPHARMA INC.

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

PARTICIPANT'S ACCEPTANCE

The undersigned hereby accepts the foregoing option and agrees to the terms and conditions thereof. The undersigned hereby acknowledges receipt of a copy of the Company's 2015 Stock Incentive Plan.

PARTICIPANT:

\_\_\_\_\_

[\_\_\_\_\_]

Address: \_\_\_\_\_

\_\_\_\_\_

EXHIBIT A

NOTICE OF STOCK OPTION EXERCISE

[DATE]<sup>1</sup>

Vor Biopharma, Inc.  
501 Boylston Street, Suite 6102  
Boston, MA 02116

Attention: Treasurer

Dear Sir or Madam:

I am the holder of a Nonstatutory Stock Option granted to me under the Vor Biopharma, Inc. (the “**Company**”) 2015 Stock Incentive Plan on [ ]<sup>2</sup> for the purchase of [ ]<sup>3</sup> shares of Common Stock of the Company at a purchase price of \$[ ]<sup>4</sup> per share.

I hereby exercise my option to purchase [ ]<sup>5</sup> shares of Common Stock (the “**Shares**”), for which I have enclosed [ ]<sup>6</sup> in the amount of [ ]<sup>7</sup>. Please register my stock certificate as follows:

Name(s): \_\_\_\_\_<sup>8</sup>

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

- 1 Enter date of exercise.
- 2 Enter the date of grant.
- 3 Enter the total number of shares of Common Stock for which the option was granted.
- 4 Enter the option exercise price per share of Common Stock.
- 5 Enter the number of shares of Common Stock to be purchased upon exercise of all or part of the option.
- 6 Enter “cash”, “personal check” or if permitted by the option or Plan, “stock certificates No. XXXX and XXXX”.
- 7 Enter the dollar amount (price per share of Common Stock times the number of shares of Common Stock to be purchased), or the number of shares tendered. Fair market value of shares tendered, together with cash or check, must cover the purchase price of the shares issued upon exercise.
- 8 Enter name(s) to appear on stock certificate in one of the following formats: (a) your name only (i.e., John Doe); (b) your name and other name (i.e., John Doe and Jane Doe, Joint Tenants with Right to Survivorship); or for Nonstatutory Stock Options only, (c) a child’s name, with you as custodian (i.e. Jane Doe, Custodian for Tommy Doe). Note: There may be income and/or gift tax consequences for registering shares in a child’s name.

I represent, warrant and covenant as follows:

1. I am purchasing the Shares for my own account for investment only, and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933 (the "Securities Act"), or any rule or regulation under the Securities Act.
2. I have had such opportunity as I have deemed adequate to obtain from representatives of the Company such information as is necessary to permit me to evaluate the merits and risks of my investment in the Company.
3. 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.
4. 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.
5. I understand that (i) the Shares have not been registered under the Securities Act and are "restricted securities" within the meaning of Rule 144 under the Securities Act, (ii) the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available; (iii) in any event, the exemption from registration under Rule 144 will not be available for at least one year and even then will not be available unless a public market then exists for the Common Stock, adequate information concerning the Company is then available to the public, and other terms and conditions of Rule 144 are complied with; and (iv) there is now no registration statement on file with the Securities and Exchange Commission with respect to any stock of the Company and the Company has no obligation or current intention to register the Shares under the Securities Act.

Very truly yours,

---

[Name]

**VOR BIOPHARMA INC.**

**2015 STOCK INCENTIVE PLAN**

**STOCK OPTION GRANT NOTICE AND  
STOCK OPTION AGREEMENT**

Vor Biopharma Inc. (the “Company”), pursuant to its 2015 Stock Incentive Plan (the “Plan”), has granted to the participant set forth below (“Participant”) an Option to purchase the number of shares of the Company’s Common Stock (referred to herein as “Shares”) set forth below. The Option is subject to all of the terms and conditions as set forth herein and in the Early Exercise Stock Option Agreement attached hereto as Exhibit A (the “Stock Option Agreement”) and the Plan, each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Stock Option Grant Notice and the Stock Option Agreement. If the Company uses an electronic capitalization table system (such as Carta) and the fields below are blank or the information is otherwise provided in a different format electronically, the blank fields shall be deemed to come from the electronic capitalization system and is considered part of this Grant Notice.

**Participant:**

**Grant Date:**

**Vesting Start Date:**

**Exercise Price per Share:**

**Total Number of Shares**

**Subject to Option:**

**Expiration Date:**

**Type of Option:**

**Vesting Schedule:**

By Participant’s signature below or by electronic acceptance or authentication in a form authorized by the Company, Participant agrees to be bound by the terms and conditions of the Plan, the Stock Option Agreement and this Grant Notice. Participant has reviewed the Stock Option Agreement, the Plan and this Grant Notice in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of this Grant Notice, the Stock Option Agreement and the Plan. By accepting this Option, Participant consents to receive this Grant Notice, the Stock Option Agreement, the Plan and any other Plan-related documents by electronic delivery and to participate in the Plan through an online or electronic system established and maintained by the Company or another third party designated by the Company. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Board or its Committee (in either case, the “Board”) upon any questions arising under the Plan or the Option.

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

Name:

Date:

**EXHIBIT A  
TO STOCK OPTION GRANT NOTICE  
EARLY EXERCISE STOCK OPTION AGREEMENT**

Vor Biopharma Inc. (the “**Company**”) has granted to Participant an Option under the Company’s 2015 Stock Incentive Plan (the “**Plan**”) to purchase the number of Shares indicated in the Stock Option Grant Notice (“**Grant Notice**”) to which this Early Exercise Stock Option Agreement (this “**Agreement**”) is attached.

**ARTICLE I.**

**GENERAL**

I.1 Defined Terms. Capitalized terms not specifically defined herein shall have the meanings specified in the Plan and the Grant Notice.

I.2 Incorporation of Terms of Plan. The Option is subject to the terms and conditions of the Plan which are incorporated herein by reference. In the event of a conflict between the terms of the Agreement and the Plan, the terms of the Plan shall control, except that in the event of a conflict between the Plan and Section 3.2(b) or 4.4 hereof, Section 3.2(b) or 4.4, as applicable, hereof shall control. Participant hereby agrees to execute such further instruments and to take such further action as the Company requests to carry out the purposes and intent of the Plan, including, without limitation, restrictions on the transferability of shares of Common Stock, the right of the Company to repurchase shares of Common Stock, the right of the Company to require that shares of Common Stock be transferred in the event of certain transactions, tag-along rights, bring-along rights, redemption and co-sale rights and voting requirements.

I.3 Grant of Option. In consideration of Participant’s past and/or continued employment with or service to the Company and for other good and valuable consideration, effective as of the grant date set forth in the Grant Notice (the “**Grant Date**”), the Company grants to Participant an Option to purchase any part or all of an aggregate of the number of Shares set forth in the Grant Notice, upon the terms and conditions set forth in the Plan and this Agreement.

**ARTICLE II.**

**PERIOD OF EXERCISABILITY**

II.1 Vesting; Exercisability.

(a) Subject to Section 2.1(b), the Option shall become vested in such amounts and at such times as are set forth in the vesting schedule in the Grant Notice (the “**Vesting Schedule**”), provided that any Share as to which the Option would otherwise be fractionally vested will be accumulated and will vest only when a whole Share has accumulated. The installments provided for in the Vesting Schedule are cumulative.

(b) No portion of the Option which has not become vested at the date Participant incurs a termination of continuous service with the Company (a “**Termination of Service**”) shall thereafter become vested and any such unvested portion shall automatically be forfeited upon such Termination of Service, in each case, except as may be otherwise provided by the Board or as set forth in another written agreement between the Company and Participant.

(c) Any portion of the Option or the entire Option may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable under Section 2.2, provided that each unvested Share with respect to which the Option is exercised (a “**Restricted Share**”) shall be subject to the Company Repurchase Right (as defined below) for so long as the Option shall remain unvested with respect to such Share under the terms of this Agreement. The Restricted Shares shall be released from the Company Repurchase Right as set forth in Section 4.1(d). All Shares with respect to which the Option is exercised shall be assumed first to be vested Shares and, to the extent any Shares are not vested at the time of exercise, to vest under the terms of the Agreement before any unexercised portion of the Option, unless otherwise provided by the Board.

II.2 Expiration of Option. The Option may not be exercised to any extent by anyone after the first to occur of the following events:

- (a) The Expiration Date set forth in the Grant Notice;
- (b) The expiration of three months following the date of Participant’s Termination of Service, unless such Termination of Service occurs by reason of Participant’s death, disability or Cause (as defined below);
- (c) The expiration of one year following the date of Participant’s Termination of Service by reason of Participant’s death or disability;
- (d) The date of Participant’s Termination of Service for Cause; or
- (e) With respect to any unvested portion of the Option, the date of Participant’s Termination of Service for any reason.

If Participant is party to an employment, consulting or severance agreement with the Company that contains a definition of “cause” for termination of employment or other service relationship, “Cause” shall have the meaning ascribed to such term in such agreement. Otherwise, “Cause” shall mean willful misconduct by Participant or willful failure by Participant to perform his or her responsibilities to the Company (including, without limitation, breach by Participant of any provision of any employment, consulting, advisory, nondisclosure, non-competition or other similar agreement between Participant and the Company), as determined by the Company, which determination shall be conclusive. Participant’s Termination of Service shall be considered to have been for “Cause” if the Company determines, within 30 days after Participant’s resignation, that a Termination of Service for Cause was warranted.



ARTICLE III.

EXERCISE OF OPTION

III.1 Person Eligible to Exercise. During the lifetime of Participant, only Participant may exercise the Option or any portion thereof. After the death of Participant, any exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Section 2.2, be exercised by Participant's personal representative or by any person empowered to do so under the deceased Participant's will or under the then applicable laws of descent and distribution.

III.2 Manner of Exercise. The Option, or any portion thereof, may be exercised solely by delivery to the Secretary of the Company or the Secretary's office, or such other place as may be determined by the Company, of all of the following prior to the time when the Option or such portion thereof becomes unexercisable under Section 2.2:

(a) an exercise notice in substantially in the form attached as Exhibit B to the Grant Notice (or such other form as is prescribed by the Board) (the "**Exercise Notice**") in writing signed by Participant or any other person then entitled to exercise the Option or portion thereof, stating that the Option or portion thereof is thereby exercised, such notice complying with all applicable rules established by the Board; and

(b) such further documents relating to the Shares as may be requested by the Company, including, without limitation, restrictions on the transferability of Shares, the right of the Company to repurchase Shares, the right of the Company to require that Shares be transferred in the event of certain transactions, tag-along rights, bring-along rights, redemption and co-sale rights and voting requirements; and

(c) full payment for the Shares with respect to which the Option or portion thereof is exercised and any applicable withholding tax, in each case, in the manner provided in the Plan; and

(d) in the event the Option or portion thereof shall be exercised pursuant to Section 3.1 by any person or persons other than Participant, appropriate proof of the right of such person or persons to exercise the Option; and

(e) in the event the Option or portion thereof shall be exercised as to Restricted Shares, the following (collectively, the "**Additional Documents**"):

(i) the share certificate or certificates representing such Restricted Shares;

(ii) the stock assignment duly endorsed in blank, attached as Exhibit C to the Grant Notice (the "**Stock Assignment**"), executed by Participant; and (iii) the Joint Escrow Instructions of the Company and Participant attached as Exhibit D to the Grant Notice (the "**Joint Escrow Instructions**"), executed by Participant.

ARTICLE IV.

RESTRICTED SHARES

IV.1 Company Repurchase Right.

(a) Upon Participant's Termination of Service for any reason, the Company shall have the right and option to repurchase all of the Restricted Shares from Participant, or Participant's transferee or legal representative, as the case may be, for a purchase price equal to the lesser of (i) the price per Share paid by Participant for such Restricted Shares, as adjusted to reflect any change in capitalization or other transaction or event described in Section 8 of the Plan and (ii) the Fair Market Value per Share on the repurchase date (the "**Company Repurchase Right**").

(b) The Company may exercise the Company Repurchase Right by delivering to Participant (or his or her transferee or legal representative, as the case may be), within ninety (90) days of the date of Participant's Termination of Service, a notice in writing indicating the Company's intention to exercise the Company Repurchase Right and setting forth a date for closing not later than thirty (30) days from the mailing of such notice. The closing shall take place at the Company's office. At the closing, the holder of the certificates for the Restricted Shares shall deliver the stock certificate or certificates evidencing the Restricted Shares, and the Company shall deliver the purchase price therefore. At its option, the Company may elect to make payment for the Restricted Shares to a bank selected by the Company. The Company shall avail itself of this option by a notice in writing to Participant stating the name and address of the bank, date of closing, and waiving the closing at the Company's office.

(c) Unless the Company has earlier delivered notice of its intention to exercise the Company Repurchase Right, or the Board otherwise determines, the Company will automatically be deemed to have exercised the Company Repurchase Right and timely delivered effective notice thereof with respect to all unvested Shares on the final day upon which such notice could be delivered under the terms of this Agreement and setting forth the latest date for closing of such repurchase permitted under the terms of this Agreement.

(d) The Restricted Shares shall be released from the Company Repurchase Right upon vesting of the Option with respect to such Shares in accordance with the terms of this Agreement. For the avoidance of doubt, all Restricted Shares shall be assumed to vest under the terms of this Agreement before any unexercised portion of the Option, unless otherwise provided by the Board.

(e) Notwithstanding anything in this Agreement or the Additional Documents to the contrary, no payment shall be made under this Section 4.1 that would cause the Company or any of its affiliates to violate any applicable law, any banking agreement or loan or other financial covenant or cause default of any indebtedness of the Company or any of its affiliates, regardless of when such agreement, covenant or indebtedness was created, incurred or assumed, and any payment under this Section 4.1 that would cause such violation or default shall result in an extension of the period during which the Company may deliver notice of its intention to exercise the Company Repurchase Right and of any payment date or other related date, in the sole discretion of the Company, until thirty (30) days after the date such payment shall no longer cause any such violation or default.

#### IV.2 Escrow.

(a) Participant hereby authorizes and directs the Secretary of the Company, or such other person designated by the Company from time to time, to transfer the Restricted Shares as to which the Company Repurchase Right has been exercised from Participant (or his or her transferee or legal representative, as the case may be) to the Company.

(b) To ensure the availability for delivery of the Restricted Shares upon repurchase by the Company pursuant to the Company Repurchase Right, Participant appoints the Secretary of the Company, or such other person designated by the Company from time to time as escrow agent, as its attorney-in-fact to sell, assign and transfer unto the Company, such Restricted Shares, if any, repurchased by the Company pursuant to the Company Repurchase Right and shall, upon execution of the applicable Exercise Notice, deliver and deposit with the Secretary of the Company, or such other person designated by the Company from time to time, the share certificate or certificates representing the Restricted Shares, together with the Stock Assignment. The Restricted Shares and Stock Assignment shall be held by the Secretary, or such other person designated by the Company from time to time, in escrow, pursuant to the Joint Escrow Instructions, until the Company exercises the Company Repurchase Right, until such Restricted Shares are released from the Company Repurchase Right as set forth in Section 4.1(d) or until such time as this Agreement no longer is in effect. Upon release of the Restricted Shares from the Company's Repurchase Right, the escrow agent shall as soon as reasonably practicable deliver to Participant the certificate or certificates representing such Shares in the escrow agent's possession belonging to Participant, and the escrow agent shall be discharged of all further obligations hereunder.

(c) The Company, or its designee, shall not be liable for any act it may do or omit to do with respect to holding the Restricted Shares in escrow and while acting in good faith and in the exercise of its judgment.

IV.3 Transferability of Restricted Shares. The Restricted Shares may not be sold, assigned, transferred, pledged or otherwise encumbered, either voluntarily or by operation of law, except by will or the laws of descent and distribution. Any transferee of the Restricted Shares shall hold such Shares subject to all of the provisions hereof and the Exercise Notice and Additional Documents executed by Participant with respect to such Shares. Any transfer or attempted transfer of any of the Restricted Shares not in accordance with the terms of this Agreement shall be void and the Company may enforce the terms of this Agreement by stop transfer instructions or similar actions by the Company and its agents or designees.

IV.4 Rights as a Stockholder; Retained Distributions. Except as otherwise provided herein, upon exercise of the Option, Participant shall have all the rights of a stockholder with respect to the Restricted Shares. All cash dividends and other distributions made or declared with respect to Restricted Shares ("**Retained Distributions**") will be held by the Company until the time (if ever) when the Restricted Shares to which such Retained Distributions relate are released from the Company Repurchase Right as set forth in Section 4.1(d). The Company will establish a separate Retained Distribution bookkeeping account ("**Retained Distribution Account**") for each

Restricted Share with respect to which Retained Distributions have been made or declared in cash and credit the Retained Distribution Account (without interest) on the date of payment with the amount of such cash made or declared with respect to the Restricted Share. Retained Distributions (including any Retained Distribution Account balance) will immediately and automatically be forfeited to the Company for no consideration in the event the Company exercises the Company Repurchase Right for the Restricted Shares with respect to which the Retained Distributions were paid. In no event shall a dividend or distribution with respect to Restricted Shares be paid to Participant later than the end of the calendar year in which the dividends are paid to holders of Common Stock or, if later, the 15th day of the third month following the later of (i) the date the dividends are paid to holders of Common Stock and (ii) the date the Restricted Shares with respect to which the dividends are paid vest.

IV.5 Section 83(b) Election for Restricted Shares. Participant acknowledges that, with respect to the exercise of the Option for Restricted Shares, unless an election is filed by Participant with the Internal Revenue Service and, if necessary, the proper state taxing authorities, within thirty (30) days after the purchase of the Restricted Shares, electing pursuant to Section 83(b) of the Internal Revenue Code of 1986 (the “**Code**”) (and similar state tax provisions if applicable) to be taxed currently on any difference between the purchase price of the Shares and their fair market value on the date of purchase, there will be a recognition of taxable income to Participant, measured by the excess, if any, of the fair market value of the Shares, at the time the Company Repurchase Right lapses, over the purchase price for the Shares. Participant represents that Participant has consulted any tax consultant(s) Participant deems advisable in connection with the purchase of Restricted Shares or the filing of the election under Section 83(b) of the Code and similar tax provisions.

PARTICIPANT ACKNOWLEDGES THAT IT IS PARTICIPANT’S SOLE RESPONSIBILITY AND NOT THE COMPANY’S TO TIMELY FILE THE ELECTION UNDER SECTION 83(B) OF THE CODE, EVEN IF PARTICIPANT REQUESTS THE COMPANY OR ITS REPRESENTATIVE TO MAKE THIS FILING ON PARTICIPANT’S BEHALF.

## ARTICLE V.

### COMPANY RIGHT OF FIRST REFUSAL

V.1 Notice of Proposed Transfer. If Participant proposes to sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively, “**transfer**”) any Shares acquired upon exercise of this option, then Participant shall first give written notice of the proposed transfer (the “**Transfer Notice**”) to the Company. The Transfer Notice shall name the proposed transferee and state the number of Shares Participant proposes to transfer (the “**Offered Shares**”), the price per share and all other material terms and conditions of the transfer.

V.2 Company Right to Purchase. For 30 days following its receipt of such Transfer Notice, the Company shall have the option to purchase all or part of the Offered Shares at the price and upon the terms set forth in the Transfer Notice. In the event the Company elects to purchase all or part of the Offered Shares, it shall give written notice of such election to Participant within such 30-day period. Within 10 days after his or her receipt of such notice, Participant shall tender

to the Company at its principal offices the certificate or certificates representing the Offered Shares to be purchased by the Company, duly endorsed in blank by Participant or with duly endorsed stock powers attached thereto, all in a form suitable for transfer of the Offered Shares to the Company. Promptly following receipt of such certificate or certificates, the Company shall deliver or mail to Participant a check (or wire transfer of immediately available funds) in payment of the purchase price for such Offered Shares; provided that if the terms of payment set forth in the Transfer Notice were other than cash against delivery, the Company may pay for the Offered Shares on the same terms and conditions as were set forth in the Transfer Notice; and provided further that any delay in making such payment shall not invalidate the Company's exercise of its option to purchase the Offered Shares.

V.3 Shares Not Purchased By Company. If the Company does not elect to acquire all of the Offered Shares, Participant may, within the 30-day period following the expiration of the option granted to the Company under Section 5.2 above, transfer the Offered Shares which the Company has not elected to acquire to the proposed transferee, provided that such transfer shall not be on terms and conditions more favorable to the transferee than those contained in the Transfer Notice. Notwithstanding any of the above, all Offered Shares transferred pursuant to this Section shall remain subject to the right of first refusal set forth in this Article V and such transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Article V.

V.4 Consequences of Non-Delivery. After the time at which the Offered Shares are required to be delivered to the Company for transfer to the Company pursuant to Section 5.2 above, the Company shall not pay any dividend to Participant on account of such Offered Shares or permit Participant to exercise any of the privileges or rights of a stockholder with respect to such Offered Shares, but shall, insofar as permitted by law, treat the Company as the owner of such Offered Shares.

V.5 Exempt Transactions. The following transactions shall be exempt from the provisions of this Article V:

(a) any transfer of Shares to or for the benefit of any spouse, child or grandchild of Participant, or to a trust for their benefit;

(b) any transfer pursuant to an effective registration statement filed by the Company under the Securities Act; and

(c) the sale of all or substantially all of the outstanding shares of capital stock of the Company (including pursuant to a merger or consolidation); provided, however, that in the case of a transfer pursuant to clause (a) above, such Shares shall remain subject to the right of first refusal set forth in this Article V.

V.6 Assignment of Company Right. The Company may assign its rights to purchase Offered Shares in any particular transaction under this Article V to one or more persons or entities.

V.7 Termination. The provisions of this Article V shall terminate upon the earlier of the following events:

(a) the closing of the sale of shares of Common Stock in an underwritten public offering pursuant to an effective registration statement filed by the Company under the Securities Act; or

(b) the sale of all or substantially all of the outstanding shares of capital stock, assets or business of the Company, by merger, consolidation, sale of assets or otherwise (other than a merger or consolidation in which all or substantially all of the individuals and entities who were beneficial owners of the Company's voting securities immediately prior to such transaction beneficially own, directly or indirectly, more than 75% (determined on an as-converted basis) of the outstanding securities entitled to vote generally in the election of directors of the resulting, surviving or acquiring corporation in such transaction).

V.8 No Obligation to Recognize Invalid Transfer. The Company shall not be required (1) to transfer on its books any of the Shares which shall have been sold or transferred in violation of any of the provisions set forth in this Article V, or (2) to treat as owner of such Shares or to pay dividends to any transferee to whom any such Shares shall have been so sold or transferred.

V.9 Legends. The certificate representing Shares shall bear a legend substantially in the following form (in addition to, or in combination with, any legends under Section 6.1 below):

"The shares represented by this certificate are subject to a right of first refusal in favor of the Company, as provided in a certain stock option agreement with the Company."

## ARTICLE VI.

### OTHER PROVISIONS

#### VI.1 Restrictive Legends and Stop-Transfer Orders.

(a) The share certificate or certificates evidencing the Shares purchased hereunder shall be endorsed with any legends that may be required by state or federal securities laws and, with regard to Restricted Shares, shall bear such other legends as shall be determined by the Board.

(b) Participant agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) The Company shall not be required: (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement, or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such shares shall have been so transferred.

VI.2 Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company at its principal executive offices in care of the Secretary of the Company, and any notice to be given to Participant shall be addressed to Participant at the most

recent address for Participant shown in the Company's records. By a notice given pursuant to this Section 6.2, either party may hereafter designate a different address for notices to be given to that party. Any notice which is required to be given to Participant shall, if Participant is then deceased, be given to the person entitled to exercise his or her Option by written notice under this Section 6.2. Any notice shall be deemed duly given when sent via email or when sent by certified mail (return receipt requested) and deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service.

VI.3 Titles. Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement.

VI.4 Governing Law; Severability. This Agreement and the Exercise Notice shall be administered, interpreted and enforced under the laws of the State of Delaware, without regard to the conflicts of law principles thereof. Should any provision of this Agreement be determined by a court of law to be illegal or unenforceable, the other provisions shall nevertheless remain effective and shall remain enforceable.

VI.5 Conformity to Securities Laws. Participant acknowledges that the Plan is intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any and all regulations and rules promulgated by the Securities and Exchange Commission thereunder, and state securities laws and regulations. Notwithstanding anything herein to the contrary, the Plan shall be administered, and the Option is granted and may be exercised, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

VI.6 Successors and Assigns. The Company may assign any of its rights under this Agreement and the Exercise Notice to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Agreement shall be binding upon Participant and his or her heirs, executors, administrators, successors and assigns.

VI.7 Entire Agreement. The Plan and this Agreement (including all Exhibits hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

VI.8 Agreement in Connection with an Initial Public Offering. Participant agrees, in connection with the initial underwritten public offering of the Common Stock pursuant to a registration statement under the Securities Act, (i) not to (a) offer, pledge, announce the intention to sell, 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 other securities of the Company or (b) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of shares of Common Stock or other securities of the Company, whether any transaction described in clause (a) or (b) is to be settled by delivery of securities, in cash or otherwise, during the period beginning on the date of the filing of such registration statement with the Securities and Exchange Commission and ending 180 days after the date of the final prospectus

relating to the offering (plus up to an additional 34 days to the extent requested by the managing underwriters for such offering in order to address NASD Rule 2711(f) or NYSE Rule 472(f)(4) or any similar successor provision), and (ii) to execute any agreement reflecting clause (i) above as may be requested by the Company or the managing underwriters at the time of such offering. The Company may impose stop-transfer instructions with respect to the shares of Common Stock or other securities subject to the foregoing restriction until the end of the “lock-up” period.

\* \* \* \* \*



EXHIBIT B

TO STOCK OPTION GRANT NOTICE

FORM OF EXERCISE NOTICE

Effective as of today, \_\_\_\_\_, 20\_\_, the undersigned (“**Participant**”) hereby elects to exercise Participant’s option to purchase \_\_\_\_\_ Shares of Vor Biopharma Inc. (the “**Company**”) under and pursuant to the Vor Biopharma Inc. 2015 Stock Incentive Plan (the “**Plan**”) and the Stock Option Grant Notice and Stock Option Agreement dated , 20 (the “**Option Agreement**”). Capitalized terms used herein without definition shall have the meanings given in the Option Agreement. If the Company uses an electronic capitalization table system (such as Carta) and the fields below are blank, the blank fields shall be deemed to come from the electronic capitalization system and are considered part of this Notice of Exercise.

**Grant Date:** \_\_\_\_\_

**Number of Shares as to which Option is Exercised:** \_\_\_\_\_

**Exercise Price per Share:** \$ \_\_\_\_\_

**Total Exercise Price:** \$ \_\_\_\_\_

**Certificate to be issued in name of<sup>1</sup>:** \_\_\_\_\_

**Cash Payment delivered herewith:** \$ \_\_\_\_\_ (Representing the full Exercise Price for the Shares, as well as any applicable withholding tax)

**Type of Option:**

1. Representations of Participant.

(a) Participant acknowledges that Participant has received, read and understood the Plan and the Option Agreement. Participant agrees to abide by and be bound by their terms and conditions.

(b) Participant acknowledges that Participant is purchasing the Shares for Participant’s own account for investment only, and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act of 1933 (the “**Securities Act**”), or any rule or regulation under the Securities Act.

<sup>1</sup> If left blank, the certificate will be issued in the name of the option holder.

(c) Participant has had such opportunity as Participant has deemed adequate to obtain from representatives of the Company such information as is necessary to permit Participant to evaluate the merits and risks of Participant's investment in the Company.

(d) Participant 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.

(e) Participant 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.

(f) Participant understands that (i) the Shares have not been registered under the Securities Act and are "restricted securities" within the meaning of Rule 144 under the Securities Act, (ii) the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available; (iii) in any event, the exemption from registration under Rule 144 will not be available for at least one year and even then will not be available unless a public market then exists for the Common Stock, adequate information concerning the Company is then available to the public, and other terms and conditions of Rule 144 are complied with; and (iv) there is now no registration statement on file with the Securities and Exchange Commission with respect to any stock of the Company and the Company has no obligation or current intention to register the Shares under the Securities Act.

(g) The Shares shall be subject to the Company's right of first refusal as set forth in the Option Agreement.

2. Tax Consultation. Participant understands that Participant may suffer adverse tax consequences as a result of Participant's purchase or disposition of the Shares. Participant represents that Participant has consulted with any tax consultants Participant deems advisable in connection with the purchase or disposition of the Shares and that Participant is not relying on the Company for any tax advice. Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. Participant understands that Participant (and not the Company) shall be responsible for Participant's tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

### 3. Restrictive Legends and StopTransfer Orders.

(a) Legends. Participant understands and agrees that the Company shall cause any certificates issued evidencing the Shares to have the legends set forth below or legends substantially equivalent thereto, together with any other legends that may be required by state or federal securities laws:

THE SHARES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("ACT"), NOR HAVE THEY BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE. NO TRANSFER OF SUCH SECURITIES WILL BE PERMITTED UNLESS A REGISTRATION STATEMENT UNDER THE ACT IS IN EFFECT AS TO SUCH TRANSFER,

THE TRANSFER IS MADE IN ACCORDANCE WITH RULE 144 UNDER THE ACT, OR IN THE OPINION OF COUNSEL (WHICH MAY BE COUNSEL FOR THE COMPANY) REGISTRATION UNDER THE ACT IS UNNECESSARY IN ORDER FOR SUCH TRANSFER TO COMPLY WITH THE ACT AND WITH APPLICABLE STATE SECURITIES LAWS.

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A RIGHT OF FIRST REFUSAL IN FAVOR OF THE COMPANY, AND MAY BE SUBJECT TO REPURCHASE PURSUANT TO, AND 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. SUCH RIGHT OF FIRST REFUSAL, REPURCHASE AND/OR TRANSFER RESTRICTIONS ARE BINDING ON TRANSFEREES OF THESE SHARES.

(b) Participant agrees that, in order to ensure compliance with the restrictions referred to herein, the Company may issue appropriate “stop transfer” instructions to its transfer agent, if any, and that, if the Company transfers its own securities, it may make appropriate notations to the same effect in its own records.

(c) The Company shall not be required (i) to transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Agreement or (ii) to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares shall have been so transferred.

4. Notices. Any notice required or permitted hereunder shall be given in accordance with the provisions set forth in Section 6.2 of the Option Agreement.

5. Further Instruments. Participant hereby agrees to execute such further instruments and to take such further action as the Company determines are reasonably necessary to carry out the purposes and intent of this Agreement.

6. Restricted Shares. Participant acknowledges that the Shares purchased hereunder shall be Restricted Shares subject to the Company Repurchase Right and may be repurchased by the Company for a price equal to the price per Share paid by Participant for such Restricted Shares (as adjusted to reflect any change in capitalization or other transaction or event described in Section 9 of the Plan) upon Participant’s Termination of Service for any reason, as provided in the Option Agreement. The Restricted Shares shall be released from the Company Repurchase Right upon vesting of the Option with respect to such Shares in accordance with the terms of the Option Agreement. For the avoidance of doubt, all Shares acquired hereunder shall at all times be assumed to be unvested to the fullest extent possible under the terms of the Option Agreement, unless otherwise provided by the Board.]<sup>2</sup>

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<sup>2</sup> To be included if applicable.

7. Entire Agreement. The Plan and Option Agreement are incorporated herein by reference. This Agreement, the Plan and the Option Agreement constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

**ACCEPTED BY:**  
**VOR BIOPHARMA INC.**

**SUBMITTED BY**  
**PARTICIPANT:**

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

Address: \_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT C**

**TO STOCK OPTION GRANT NOTICE**

**STOCK ASSIGNMENT**

**Assignment Separate From Certificate**

[See instructions below]

FOR VALUE RECEIVED I, \_\_\_\_\_, hereby sell, assign and transfer unto \_\_\_\_\_ the shares of the Common Stock of Vor Biopharma Inc. registered in my name on the books of said corporation represented by Certificate No. \_\_\_\_\_ and do hereby irrevocably constitute and appoint to transfer the said stock on the books of the within named corporation with full power of substitution in the premises.

This Assignment Separate from Certificate may be used only in accordance with the Stock Option Grant Notice and Stock Option Agreement between Vor Biopharma Inc. and the undersigned dated

Dated:

Signature:

**INSTRUCTIONS: Please do not fill in any blanks other than the signature line. The purpose of this assignment is to enable the Company to exercise the Company Repurchase Right, as set forth in the Stock Option Grant Notice and Stock Option Agreement, without requiring additional signatures on the part of Participant.**

EXHIBIT D

TO STOCK OPTION GRANT NOTICE

JOINT ESCROW INSTRUCTIONS

Secretary  
Vor Biopharma Inc.

As Escrow Agent for both Vor Biopharma Inc. (the "Company") and the undersigned purchaser of stock of the Company (the "Participant"), you are hereby authorized and directed to hold the documents delivered to you pursuant to the terms of that certain Stock Option Grant Notice and Stock Option Agreement (the "Agreement") between the Company and the undersigned, in accordance with the following instructions:

1. In the event the Company or any entitled parties (referred to collectively for convenience herein as the "Company") exercises or is deemed to have exercised the Company Repurchase Right set forth in the Agreement, the Company shall give to Participant and you a written notice specifying the number of shares of stock to be purchased, the purchase price, and the time for a closing hereunder at the principal office of the Company. Participant and the Company hereby irrevocably authorize and direct you to close the transaction contemplated by such notice in accordance with the terms of said notice.

2. At the closing, you are directed (a) to date the stock assignments necessary for the transfer in question, (b) to fill in the number of shares being transferred, and (c) to deliver the same, together with the certificate evidencing the shares of stock to be transferred, to the Company or its assignee, against the simultaneous delivery to you of the purchase price (by cash, check, wire transfer of immediately available funds or a combination thereof) for the number of shares of stock being purchased pursuant to the exercise of the Company Repurchase Right.

3. Participant irrevocably authorizes the Company to deposit with you any certificates evidencing shares of stock to be held by you hereunder and any additions and substitutions to said shares as defined in the Agreement. Participant does hereby irrevocably constitute and appoint you as Participant's attorney-in-fact and agent for the term of this escrow to execute, with respect to such securities, all documents necessary or appropriate to make such securities negotiable and to complete any transaction herein contemplated, including but not limited to the filing with any applicable state blue sky authority of any required applications for consent to, or notice of transfer of, the securities. Subject to the provisions of this Section 3 and to the terms of the Agreement, Participant shall exercise all rights and privileges of a stockholder of the Company while the stock is held by you.

4. Upon written request of Participant, but no more than once per calendar year, unless the Company Repurchase Right has been exercised, you will deliver to Participant a certificate or certificates representing the number of shares of stock as are not then subject to the Company Repurchase Right. Within one hundred twenty (120) days after Participant's Termination of Service (within the meaning of the Agreement), you will deliver to Participant a certificate or certificates representing the aggregate number of shares held or issued pursuant to the Agreement and not subject to repurchase by the Company or any other entitled parties pursuant to exercise of the Company Repurchase Right.

5. If, at the time of termination of this escrow, you should have in your possession any documents, securities, or other property belonging to Participant, you shall deliver all of the same to Participant and shall be discharged of all further obligations hereunder.

6. Your duties hereunder may be altered, amended, modified or revoked only by a writing signed by all of the parties hereto.

7. You shall be obligated only for the performance of such duties as are specifically set forth herein and may rely and shall be protected in relying or refraining from acting on any instrument reasonably believed by you to be genuine and to have been signed or presented by the proper party or parties. You shall not be personally liable for any act you may do or omit to do hereunder as escrow agent or as attorney-in-fact for Participant while acting in good faith, and any act done or omitted by you pursuant to the advice of your own attorneys shall be conclusive evidence of such good faith.

8. You are hereby expressly authorized to disregard any and all warnings given by any of the parties hereto or by any other person or corporation, excepting only orders or process of courts of law and are hereby expressly authorized to comply with and obey orders, judgments or decrees of any court. In case you obey or comply with any such order, judgment or decree, you shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction.

9. You shall not be liable in any respect on account of the identity, authorities or rights of the parties executing or delivering or purporting to execute or deliver the Agreement or any documents or papers deposited or called for hereunder.

10. You shall not be liable for the expiration of any rights under any applicable state, federal or local statute of limitations or similar statute or regulation with respect to these Joint Escrow Instructions or any documents deposited with you.

11. You shall be entitled to employ such legal counsel and other experts as you may deem necessary to advise you in connection with your obligations hereunder, may rely upon the advice of such counsel, and may pay such counsel reasonable compensation therefor.

12. Your responsibilities as escrow agent hereunder shall terminate if you shall cease to be an officer or agent of the Company or if you shall resign by written notice to each party. In the event of any such termination, the Company shall appoint a successor escrow agent.

13. If you reasonably require other or further instruments in connection with these Joint Escrow Instructions or obligations in respect hereto, the necessary parties hereto shall join in furnishing such instruments.

14. It is understood and agreed that should any dispute arise with respect to the delivery and/or ownership or right of possession of the securities held by you hereunder, you are authorized and directed to retain in your possession without liability to anyone all or any part of said securities until such disputes shall have been settled either by mutual written agreement of the parties concerned or by a final order, decree or judgment of a court of competent jurisdiction after the time for appeal has expired and no appeal has been perfected, but you shall be under no duty whatsoever to institute or defend any such proceedings.

15. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail with postage and fees prepaid, addressed to each of the other parties thereunto entitled at such addresses as a party may designate by written notice to each of the other parties hereto.

16. By signing these Joint Escrow Instructions, you become a party hereto only for the purpose of said Joint Escrow Instructions; you do not become a party to the Agreement.

17. This instrument shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

18. These Joint Escrow Instructions shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, excluding that body of law pertaining to conflicts of law.

*[Signature Page Follows]*



IN WITNESS WHEREOF, these Joint Escrow Instructions shall be effective as of the date first set forth above.

**VOR BIOPHARMA INC.**

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

**PARTICIPANT**

\_\_\_\_\_  
Address:

**ESCROW AGENT**

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

## FORM OF 83(B) ELECTION AND INSTRUCTIONS

These instructions are provided to assist you if you choose to make an election under Section 83(b) of the Internal Revenue Code, as amended, with respect to the shares of common stock of Vor Biopharma Inc. transferred to you. **Please consult with your personal tax advisor as to whether an election of this nature will be in your best interests in light of your personal tax situation.**

The executed original of the Section 83(b) election must be filed with the Internal Revenue Service not later than 30 days after the date the shares were transferred to you. **There is no remedy for failure to file on time.** The steps outlined below should be followed to ensure the election is mailed and filed correctly and in a timely manner. **If you make the Section 83(b) election, the election is irrevocable.**

Complete the Section 83(b) election form (attached as Attachment 1) and make three (3) copies of the signed election form.

Prepare the cover letter to the Internal Revenue Service (sample letter attached as [Attachment 2](#)).

Send the cover letter with the originally executed Section 83(b) election form and one (1) copy via certified mail, return receipt requested to the Internal Revenue Service at the address of the Internal Revenue Service where you file your personal tax returns. We suggest that you have the package date-stamped at the post office. The post office will provide you with a certified receipt that includes a dated postmark. Enclose a self-addressed, stamped envelope so that the Internal Revenue Service may return a date-stamped copy to you. However, your postmarked receipt and one (1) copy of the signed election form is your proof of having timely filed the Section 83(b) election if you do not receive confirmation from the Internal Revenue Service.

One (1) copy must be sent to Vor Biopharma Inc. for its records and retain one (1) copy for your records.

Retain the Internal Revenue Service file stamped copy (when returned) for your records.

Please consult your personal tax advisor for the address of the office of the Internal Revenue Service to which you should mail your election form.

ATTACHMENT 1

ELECTION UNDER INTERNAL REVENUE CODE SECTION 83(B)

The undersigned taxpayer hereby elects, pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, to include in taxpayer's gross income for the current taxable year the amount of any compensation taxable to taxpayer in connection with taxpayer's receipt of shares (the "Shares") of Common Stock of Vor Biopharma Inc., a Delaware corporation (the "Company").

The name, address and taxpayer identification number of the undersigned taxpayer are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SSN:

Description of the property with respect to which the election is being made:

\_\_\_\_\_ (\_\_\_\_\_) shares of Common Stock of the Company.

The date on which the property was transferred was \_\_\_\_\_ The taxable year to which this election relates is calendar year \_\_\_\_\_.

Nature of restrictions to which the property is subject:

The Shares are subject to repurchase by the Company or its assignee upon the occurrence of certain events. This repurchase right lapses based upon the continued performance of services by the taxpayer over time.

The fair market value at the time of transfer (determined without regard to any lapse restrictions, as defined in Treasury Regulation Section 1.83-3(i)) of the Shares was \$\_\_\_\_\_ (\$\_\_\_\_ per Share).

The amount paid by the taxpayer for the Shares was \$ \_\_\_\_\_ (\$\_\_\_\_ per Share).

The undersigned has submitted a copy of this statement to the person for whom the services were performed in connection with the undersigned's receipt of the above-described property. The transferee of such property is the person performing the services in connection with the transfer of said property.

Dated: \_\_\_\_\_, \_\_\_\_\_

Taxpayer Signature \_\_\_\_\_

**ATTACHMENT 2**  
**SAMPLE COVER LETTER TO INTERNAL REVENUE SERVICE**

\_\_\_\_\_, 20\_\_

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Internal Revenue Service

Re: Election under Section 83(b) of the Internal Revenue Code of 1986

Taxpayer:

Taxpayer's Social Security Number:

Ladies and Gentlemen:

Enclosed please find an original and one copy of an Election under Section 83(b) of the Internal Revenue Code of 1986, as amended, being made by the taxpayer referenced above. Please acknowledge receipt of the enclosed materials by stamping the enclosed copy of the Election and returning it to me in the self-addressed stamped envelope provided herewith.

Very truly yours,

---

Enclosures

cc: Vor Biopharma Inc.

Restricted Stock Agreement  
Granted Under 2015 Stock Incentive Plan

AGREEMENT made this day \_\_\_\_ of \_\_\_\_\_, 20[ ], between Vor Biopharma Inc., a Delaware corporation (the "Company"), and \_\_\_\_\_ (the "Participant").

For valuable consideration, receipt of which is acknowledged, the parties hereto agree as follows:

1. Purchase of Shares.

The Company shall issue and sell to the Participant, and the Participant shall purchase from the Company, subject to the terms and conditions set forth in this Agreement and in the Company's 2015 Stock Incentive Plan (the "Plan"), \_\_\_\_\_ shares (the "Shares") of common stock, \$0.0001 par value, of the Company ("Common Stock"), at a purchase price of \$[ ] per share. The aggregate purchase price for the Shares shall be paid by the Participant by check payable to the order of the Company or such other method as may be acceptable to the Company. Upon receipt by the Company of payment for the Shares, the Company shall issue to the Participant one or more certificates in the name of the Participant for that number of Shares purchased by the Participant. The Participant agrees that the Shares shall be subject to the purchase options set forth in Sections 2 and 5 of this Agreement and the restrictions on transfer set forth in Section 4 of this Agreement.

2. Purchase Option.

(a) In the event that the Participant ceases to be employed by the Company for any reason or no reason, with or without cause, prior to \_\_\_\_\_, [ ], the Company shall have the right and option (the "Purchase Option") to purchase from the Participant, for a sum of \$[ ] per share (the "Option Price"), some or all of the Unvested Shares (as defined below).

"Unvested Shares" means the total number of Shares multiplied by the Applicable Percentage at the time the Purchase Option becomes exercisable by the Company. The "Applicable Percentage" shall be (i) 100% during the 12-month period ending \_\_\_\_\_, 200\_, (ii) [75%] less [6.25%] for each [three] months of employment completed by the Participant with the Company from and after \_\_\_\_\_, 200\_, and (iii) zero on or after \_\_\_\_\_, 200\_.

(b) If the Participant is employed by a parent or subsidiary of the Company, any references in this Agreement to employment with the Company or termination of employment by or with the Company shall instead be deemed to refer to such parent or subsidiary.

### 3. Exercise of Purchase Option and Closing.

(a) The Company may exercise the Purchase Option by delivering or mailing to the Participant (or his estate), within 90 days after the termination of the employment of the Participant with the Company, a written notice of exercise of the Purchase Option. Such notice shall specify the number of Shares to be purchased. If and to the extent the Purchase Option is not so exercised by the giving of such a notice within such 90-day period, the Purchase Option shall automatically expire and terminate effective upon the expiration of such 90-day period.

(b) Within 10 days after delivery to the Participant of the Company's notice of the exercise of the Purchase Option pursuant to subsection (a) above, the Participant (or his estate) shall, pursuant to the provisions of the Joint Escrow Instructions referred to in Section 7 below, tender to the Company at its principal offices the certificate or certificates representing the Shares which the Company has elected to purchase in accordance with the terms of this Agreement, duly endorsed in blank or with duly endorsed stock powers attached thereto, all in form suitable for the transfer of such Shares to the Company. Promptly following its receipt of such certificate or certificates, the Company shall pay to the Participant the aggregate Option Price for such Shares (provided that any delay in making such payment shall not invalidate the Company's exercise of the Purchase Option with respect to such Shares).

(c) After the time at which any Shares are required to be delivered to the Company for transfer to the Company pursuant to subsection (b) above, the Company shall not pay any dividend to the Participant on account of such Shares or permit the Participant to exercise any of the privileges or rights of a stockholder with respect to such Shares, but shall, in so far as permitted by law, treat the Company as the owner of such Shares.

(d) The Option Price may be payable, at the option of the Company, in cancellation of all or a portion of any outstanding indebtedness of the Participant to the Company or in cash (by check) or both.

(e) The Company shall not purchase any fraction of a Share upon exercise of the Purchase Option, and any fraction of a Share resulting from a computation made pursuant to Section 2 of this Agreement shall be rounded to the nearest whole Share (with any one-half Share being rounded upward).

(f) The Company may assign its Purchase Option to one or more persons or entities.

### 4. Restrictions on Transfer.

(a) The Participant shall not sell, assign, transfer, pledge, hypothecate or otherwise dispose of, by operation of law or otherwise (collectively "transfer") any Shares, or any interest therein, that are subject to the Purchase Option, except that the Participant may transfer such Shares (i) to or for the benefit of any spouse, children, parents, uncles, aunts, siblings, grandchildren and any other relatives approved by the Board of Directors (collectively, "Approved Relatives") or to a trust established solely for the benefit of the Participant and/or Approved Relatives, provided that such Shares shall remain subject to this Agreement (including without limitation the restrictions on transfer set forth in this Section 4, the Purchase Option and the right of first refusal set forth in Section 5) and such permitted transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement or (ii) as part of the sale of

all or substantially all of the shares of capital stock of the Company (including pursuant to a merger or consolidation), provided that, in accordance with the Plan, the securities or other property received by the Participant in connection with such transaction shall remain subject to this Agreement.

(b) The Participant shall not transfer any Shares, or any interest therein, that are no longer subject to the Purchase Option, except in accordance with Section 5 below.

#### 5. Right of First Refusal.

(a) If the Participant proposes to transfer any Shares that are no longer subject to the Purchase Option (either because they are no longer Unvested Shares or because the Purchase Option expired unexercised), then the Participant shall first give written notice of the proposed transfer (the "Transfer Notice") to the Company. The Transfer Notice shall name the proposed transferee and state the number of such Shares the Participant proposes to transfer (the "Offered Shares"), the price per share and all other material terms and conditions of the transfer.

(b) For 30 days following its receipt of such Transfer Notice, the Company shall have the option to purchase all or part of the Offered Shares at the price and upon the terms set forth in the Transfer Notice. In the event the Company elects to purchase all or part of the Offered Shares, it shall give written notice of such election to the Participant within such 30-day period. Within 10 days after his or her receipt of such notice, the Participant shall tender to the Company at its principal offices the certificate or certificates representing the Offered Shares to be purchased by the Company, duly endorsed in blank by the Participant or with duly endorsed stock powers attached thereto, all in a form suitable for transfer of the Offered Shares to the Company. Promptly following receipt of such certificate or certificates, the Company shall deliver or mail to the Participant a check in payment of the purchase price for such Offered Shares; provided that if the terms of payment set forth in the Transfer Notice were other than cash against delivery, the Company may pay for the Offered Shares on the same terms and conditions as were set forth in the Transfer Notice; and provided further that any delay in making such payment shall not invalidate the Company's exercise of its option to purchase the Offered Shares.

(c) If the Company does not elect to acquire all of the Offered Shares, the Participant may, within the 30-day period following the expiration of the option granted to the Company under subsection (b) above, transfer the Offered Shares which the Company has not elected to acquire to the proposed transferee, provided that such transfer shall not be on terms and conditions more favorable to the transferee than those contained in the Transfer Notice. Notwithstanding any of the above, all Offered Shares transferred pursuant to this Section 5 shall remain subject to this Agreement (including without limitation the restrictions on transfer set forth in Section 4 and the right of first refusal set forth in this Section 5) and such transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement.

(d) After the time at which the Offered Shares are required to be delivered to the Company for transfer to the Company pursuant to subsection (b) above, the Company shall not pay any dividend to the Participant on account of such Offered Shares or permit the Participant to exercise any of the privileges or rights of a stockholder with respect to such Offered Shares, but shall, insofar as permitted by law, treat the Company as the owner of such Offered Shares.

(e) The following transactions shall be exempt from the provisions of this Section 5:

(1) a transfer of Shares to or for the benefit of any Approved Relatives, or to a trust established solely for the benefit of the Participant and/or Approved Relatives;

(2) any transfer pursuant to an effective registration statement filed by the Company under the Securities Act of 1933, as amended (the "Securities Act"); and

(3) the sale of all or substantially all of the outstanding shares of capital stock of the Company (including pursuant to a merger or consolidation); provided, however, that in the case of a transfer pursuant to clause (1) above, such Shares shall remain subject to this Agreement (including without limitation the restrictions on transfer set forth in Section 4 and the right of first refusal set forth in this Section 5) and such transferee shall, as a condition to such transfer, deliver to the Company a written instrument confirming that such transferee shall be bound by all of the terms and conditions of this Agreement.

(f) The Company may assign its rights to purchase Offered Shares in any particular transaction under this Section 5 to one or more persons or entities.

(g) The provisions of this Section 5 shall terminate upon the earlier of the following events:

(1) the closing of the sale of shares of Common Stock in an underwritten public offering pursuant to an effective registration statement filed by the Company under the Securities Act; or

(2) the sale of all or substantially all of the outstanding shares of capital stock, assets or business of the Company, by merger, consolidation, sale of assets or otherwise (other than a merger or consolidation in which all or substantially all of the individuals and entities who were beneficial owners of the Company's voting securities immediately prior to such transaction beneficially own, directly or indirectly, more than 50% (determined on an as-converted basis) of the outstanding securities entitled to vote generally in the election of directors of the resulting, surviving or acquiring corporation in such transaction).

(h) The Company shall not be required (1) to transfer on its books any of the Shares which shall have been sold or transferred in violation of any of the provisions set forth in this Agreement, or (2) to treat as owner of such Shares or to pay dividends to any transferee to whom any such Shares shall have been so sold or transferred.

6. Agreement in Connection with Initial Public Offering.



The Participant agrees, in connection with the initial underwritten public offering of the Common Stock pursuant to a registration statement under the Securities Act, (i) not to (a) offer, pledge, announce the intention to sell, 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 for shares of Common Stock or (b) enter into any swap or other agreement that transfers, in whole or in part, any of the economic consequences of ownership of shares of Common Stock, whether any transaction described in clause (a) or (b) is to be settled by delivery of shares of Common Stock or other securities, in cash or otherwise, during the period beginning on the date of the filing of such registration statement with the Securities and Exchange Commission and ending 180 days from the date of the final prospectus relating to the offering (plus up to an additional 34 days to the extent requested by the managing underwriters for such offering in order to address Rule 2711(f) of the National Association of Securities Dealers, Inc. or any similar successor provision), and (ii) to execute any agreement reflecting clause (i) above as may be requested by the Company or the managing underwriters at the time of such offering. The Company may impose stop-transfer instructions with respect to the shares of Common Stock or other securities subject to the foregoing restriction until the end of the “lock-up” period.

7. Escrow.

The Participant shall, upon the execution of this Agreement, execute Joint Escrow Instructions in the form attached to this Agreement as Exhibit A. The Joint Escrow Instructions shall be delivered to the President of the Company, as escrow agent thereunder. The Participant shall deliver to such escrow agent a stock assignment duly endorsed in blank, in the form attached to this Agreement as Exhibit B, and hereby instructs the Company to deliver to such escrow agent, on behalf of the Participant, the certificate(s) evidencing the Shares issued hereunder. Such materials shall be held by such escrow agent pursuant to the terms of such Joint Escrow Instructions.

8. Restrictive Legends.

All certificates representing Shares shall have affixed thereto legends in substantially the following form, in addition to any other legends that may be required under federal or state securities laws:

“The shares of stock represented by this certificate are subject to restrictions on transfer and an option to purchase set forth in a certain Restricted Stock Agreement between the corporation and the registered owner of these shares (or his predecessor in interest), and such Agreement is available for inspection without charge at the office of the Secretary of the corporation.”

“The shares represented by this certificate have not been registered under the Securities Act of 1933, as amended, and may not be sold, transferred or otherwise disposed of in the absence of an effective registration statement under such Act or an opinion of counsel satisfactory to the corporation to the effect that such registration is not required.”

## 9. Provisions of the Plan.

(a) This Agreement is subject to the provisions of the Plan, a copy of which is furnished to the Participant with this Agreement.

(b) As provided in the Plan, upon the occurrence of a Reorganization Event (as defined in the Plan), the repurchase and other rights of the Company hereunder shall inure to the benefit of the Company's successor and shall apply to the cash, securities or other property which the Shares were converted into or exchanged for pursuant to such Reorganization Event in the same manner and to the same extent as they applied to the Shares under this Agreement. If, in connection with a Reorganization Event, a portion of the cash, securities and/or other property received upon the conversion or exchange of the Shares is to be placed into escrow to secure indemnification or similar obligations, the mix between the vested and unvested portion of such cash, securities and/or other property that is placed into escrow shall be the same as the mix between the vested and unvested portion of such cash, securities and/or other property that is not subject to escrow.

## 10. Investment Representations.

The Participant represents, warrants and covenants as follows:

(a) The Participant is purchasing the Shares for his own account for investment only, and not with a view to, or for sale in connection with, any distribution of the Shares in violation of the Securities Act, or any rule or regulation under the Securities Act.

(b) The Participant has had such opportunity as he has deemed adequate to obtain from representatives of the Company such information as is necessary to permit him to evaluate the merits and risks of his investment in the Company.

(c) The Participant 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.

(d) The Participant 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.

(e) The Participant understands that (i) the Shares have not been registered under the Securities Act and are "restricted securities" within the meaning of Rule 144 under the Securities Act; (ii) the Shares cannot be sold, transferred or otherwise disposed of unless they are subsequently registered under the Securities Act or an exemption from registration is then available; (iii) in any event, the exemption from registration under Rule 144 will not be available for at least one year and even then will not be available unless a public market then exists for the Common Stock, adequate information concerning the Company is then available to the public, and other terms and conditions of Rule 144 are complied with; and (iv) there is now no registration statement on file with the Securities and Exchange Commission with respect to any stock of the Company and the Company has no obligation or current intention to register the Shares under the Securities Act.

11. Withholding Taxes; Section 83(b) Election.

(a) The Participant acknowledges and agrees that the Company has the right to deduct from payments of any kind otherwise due to the Participant any federal, state or local taxes of any kind required by law to be withheld with respect to the purchase of the Shares by the Participant or the lapse of the Purchase Option.

(b) The Participant has reviewed with the Participant's own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. The Participant is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. The Participant understands that the Participant (and not the Company) shall be responsible for the Participant's own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement. The Participant understands that it may be beneficial in many circumstances to elect to be taxed at the time the Shares are purchased rather than when and as the Company's Purchase Option expires by filing an election under Section 83(b) of the Internal Revenue Code of 1986 with the I.R.S. within 30 days from the date of purchase.

THE PARTICIPANT ACKNOWLEDGES THAT IT IS SOLELY THE PARTICIPANT'S RESPONSIBILITY AND NOT THE COMPANY'S TO FILE TIMELY THE ELECTION UNDER SECTION 83(b), EVEN IF THE PARTICIPANT REQUESTS THE COMPANY OR ITS REPRESENTATIVES TO MAKE THIS FILING ON THE PARTICIPANT'S BEHALF.

12. Miscellaneous.

(a) No Rights to Employment. The Participant acknowledges and agrees that the vesting of the Shares pursuant to Section 2 hereof is earned only by continuing service as an employee at the will of the Company (not through the act of being hired or purchasing shares hereunder). The Participant further acknowledges and agrees that the transactions contemplated hereunder and the vesting schedule set forth herein do not constitute an express or implied promise of continued engagement as an employee or consultant for the vesting period, for any period, or at all.

(b) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each other provision of this Agreement shall be severable and enforceable to the extent permitted by law.

(c) Waiver. Any provision for the benefit of the Company contained in this Agreement may be waived, either generally or in any particular instance, by the Board of Directors of the Company.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company and the Participant and their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to the restrictions on transfer set forth in Sections 4 and 5 of this Agreement.

(e) Notice. All notices required or permitted hereunder shall be in writing and deemed effectively given upon personal delivery or five days after deposit in the United States Post Office, by registered or certified mail, postage prepaid, addressed to the other party hereto at the address shown beneath his or its respective signature to this Agreement, or at such other address or addresses as either party shall designate to the other in accordance with this Section 12(e).

(f) Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural, and vice versa.

(g) Entire Agreement. This Agreement and the Plan constitute the entire agreement between the parties, and supersedes all prior agreements and understandings, relating to the subject matter of this Agreement.

(h) Amendment. This Agreement may be amended or modified only by a written instrument executed by both the Company and the Participant.

(i) Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the internal laws of the State of Delaware without regard to any applicable conflicts of laws.

(j) Participant's Acknowledgments. The Participant acknowledges that he or she: (i) has read this Agreement; (ii) has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of the Participant's own choice or has voluntarily declined to seek such counsel; (iii) understands the terms and consequences of this Agreement; (iv) is fully aware of the legal and binding effect of this Agreement; and (v) understands that the law firm of WilmerHale, is acting as counsel to the Company in connection with the transactions contemplated by the Agreement, and is not acting as counsel for the Participant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VOR BIOPHARMA INC.

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

Name:

Title:

PARTICIPANT:

\_\_\_\_\_  
[Name of Participant]

Address: \_\_\_\_\_

\_\_\_\_\_

VOR BIOPHARMA INC.

Joint Escrow Instructions

\_\_\_\_\_, [ ]

Vor Biopharma Inc.  
President

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir:

As Escrow Agent for Vor Biopharma Inc., a Delaware corporation, and its successors in interest under the Restricted Stock Agreement (the "Agreement") of even date herewith, to which a copy of these Joint Escrow Instructions is attached (the "Company"), and the undersigned person ("Holder"), you are hereby authorized and directed to hold the documents delivered to you pursuant to the terms of the Agreement in accordance with the following instructions:

1. Appointment. Holder irrevocably authorizes the Company to deposit with you any certificates evidencing Shares (as defined in the Agreement) to be held by you hereunder and any additions and substitutions to said Shares. For purposes of these Joint Escrow Instructions, "Shares" shall be deemed to include any additional or substitute property. Holder does hereby irrevocably constitute and appoint you as his attorney-in-fact and agent for the term of this escrow to execute with respect to such Shares all documents necessary or appropriate to make such Shares negotiable and to complete any transaction herein contemplated. Subject to the provisions of this Section 1 and the terms of the Agreement, Holder shall exercise all rights and privileges of a stockholder of the Company while the Shares are held by you.

2. Closing of Purchase.

(a) Upon any purchase by the Company of the Shares pursuant to the Agreement, the Company shall give to Holder and you a written notice specifying the number of Shares to be purchased, the purchase price for the Shares, as determined pursuant to the Agreement, and the time for a closing hereunder (the "Closing") at the principal office of the Company. Holder and the Company hereby irrevocably authorize and direct you to close the transaction contemplated by such notice in accordance with the terms of said notice.

(b) At the Closing, you are directed (i) to date the stock assignment form or forms necessary for the transfer of the Shares, (ii) to fill in on such form or forms the number of Shares being transferred, and (iii) to deliver the same, together with the certificate or certificates evidencing the Shares to be transferred, to the Company against the simultaneous delivery to you of the purchase price for the Shares being purchased pursuant to the Agreement.

3. Withdrawal. The Holder shall have the right to withdraw from this escrow any Shares as to which the Purchase Option (as defined in the Agreement) has terminated or expired.

4. Duties of Escrow Agent.

(a) Your duties hereunder may be altered, amended, modified or revoked only by a writing signed by all of the parties hereto.

(b) You shall be obligated only for the performance of such duties as are specifically set forth herein and may rely and shall be protected in relying or refraining from acting on any instrument reasonably believed by you to be genuine and to have been signed or presented by the proper party or parties. You shall not be personally liable for any act you may do or omit to do hereunder as Escrow Agent or as attorney-in-fact of Holder while acting in good faith and in the exercise of your own good judgment, and any act done or omitted by you pursuant to the advice of your own attorneys shall be conclusive evidence of such good faith.

(c) You are hereby expressly authorized to disregard any and all warnings given by any of the parties hereto or by any other person or entity, excepting only orders or process of courts of law, and are hereby expressly authorized to comply with and obey orders, judgments or decrees of any court. If you are uncertain of any actions to be taken or instructions to be followed, you may refuse to act in the absence of an order, judgment or decrees of a court. In case you obey or comply with any such order, judgment or decree of any court, you shall not be liable to any of the parties hereto or to any other person or entity, by reason of such compliance, notwithstanding any such order, judgment or decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction.

(d) You shall not be liable in any respect on account of the identity, authority or rights of the parties executing or delivering or purporting to execute or deliver the Agreement or any documents or papers deposited or called for hereunder.

(e) You shall be entitled to employ such legal counsel and other experts as you may deem necessary properly to advise you in connection with your obligations hereunder and may rely upon the advice of such counsel.

(f) Your rights and responsibilities as Escrow Agent hereunder shall terminate if (i) you cease to be Secretary of the Company or (ii) you resign by written notice to each party. In the event of a termination under clause (i), your successor as Secretary shall become Escrow Agent hereunder; in the event of a termination under clause (ii), the Company shall appoint a successor Escrow Agent hereunder.

(g) If you reasonably require other or further instruments in connection with these Joint Escrow Instructions or obligations in respect hereto, the necessary parties hereto shall join in furnishing such instruments.

(h) It is understood and agreed that if you believe a dispute has arisen with respect to the delivery and/or ownership or right of possession of the securities held by you hereunder, you are authorized and directed to retain in your possession without liability to anyone all or any part of said securities until such dispute shall have been settled either by mutual written agreement of the parties concerned or by a final order, decree or judgment of a court of competent jurisdiction after the time for appeal has expired and no appeal has been perfected, but you shall be under no duty whatsoever to institute or defend any such proceedings.

(i) These Joint Escrow Instructions set forth your sole duties with respect to any and all matters pertinent hereto and no implied duties or obligations shall be read into these Joint Escrow Instructions against you.

(j) The Company shall indemnify you and hold you harmless against any and all damages, losses, liabilities, costs, and expenses, including attorneys' fees and disbursements, (including without limitation the fees of counsel retained pursuant to Section 4(e) above, for anything done or omitted to be done by you as Escrow Agent in connection with this Agreement or the performance of your duties hereunder, except such as shall result from your gross negligence or willful misconduct.

5. Notice. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail with postage and fees prepaid, addressed to each of the other parties thereunto entitled at the following addresses, or at such other addresses as a party may designate by ten days' advance written notice to each of the other parties hereto.

COMPANY:	Notices to the Company shall be sent to the address set forth in the salutation hereto, Attn: President
HOLDER:	Notices to Holder shall be sent to the address set forth below Holder's signature below.
ESCROW AGENT:	Notices to the Escrow Agent shall be sent to the address set forth in the salutation hereto.

6. Miscellaneous.

(a) By signing these Joint Escrow Instructions, you become a party hereto only for the purpose of said Joint Escrow Instructions, and you do not become a party to the Agreement.

(b) This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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Very truly yours,

VOR BIOPHARMA INC.

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

Name:

Title:

HOLDER:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print Name

Address: \_\_\_\_\_

Date Signed: \_\_\_\_\_

ESCROW AGENT:

\_\_\_\_\_



(STOCK ASSIGNMENT SEPARATE FROM CERTIFICATE)

FOR VALUE RECEIVED, I hereby sell, assign and transfer unto \_\_\_\_\_ ( \_\_\_\_\_ ) shares of Common Stock, \$[0.01] par value per share, of \_\_\_\_\_ (the "Corporation") standing in my name on the books of the Corporation represented by Certificate(s) Number \_\_\_\_\_ herewith, and do hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said stock on the books of the Corporation with full power of substitution in the premises.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN PRESENCE OF

NOTICE: The signature(s) to this assignment must correspond with the name as written upon the face of the certificate, in every particular, without alteration, enlargement, or any change whatever and must be guaranteed by a commercial bank, trust company or member firm of the Boston, New York or Midwest Stock Exchange.

## VOR BIOPHARMA INC.

## INDEMNIFICATION AGREEMENT

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This Indemnification Agreement (this “**Agreement**”) is dated as of [            ], 20[    ], and is between Vor Biopharma Inc., a Delaware corporation (the “**Company**”), and [            ] (“**Indemnitee**”).

## RECITALS

- A. Indemnitee’s service to the Company substantially benefits the Company.
- B. Individuals are reluctant to serve as directors or officers of corporations or in certain other capacities unless they are provided with adequate protection through insurance or indemnification against the risks of claims and actions against them arising out of such service.
- C. Indemnitee does not regard the protection currently provided by applicable law, the Company’s governing documents and any insurance as adequate under the present circumstances, and Indemnitee may not be willing to serve as a director or officer without additional protection.
- D. In order to induce Indemnitee to continue to provide services to the Company, it is reasonable, prudent and necessary for the Company to contractually obligate itself to indemnify, and to advance expenses on behalf of, Indemnitee as permitted by applicable law.
- E. This Agreement is a supplement to and in furtherance of the indemnification provided in the Company’s certificate of incorporation and bylaws, and any resolutions adopted pursuant thereto, and this Agreement shall not be deemed a substitute therefor, nor shall this Agreement be deemed to limit, diminish or abrogate any rights of Indemnitee thereunder.

The parties therefore agree as follows:

**1. Definitions.**

- (a) A “**Change in Control**” shall be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:
- (i) *Acquisition of Stock by Third Party.* Any Person (as defined below) is or becomes the Beneficial Owner (as defined below), directly or indirectly, of securities of the Company representing fifty percent (50%) or more of the combined voting power of the Company’s then outstanding securities;
- (ii) *Change in Board Composition.* During any period of two consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Company’s board of directors, and

any new directors (other than a director designated by a person who has entered into an agreement with the Company to effect a transaction described in Sections 1(a)(i), 1(a)(iii) or 1(a)(iv)) whose election by the board of directors or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the members of the Company's board of directors;

(iii) *Corporate Transactions.* The effective date of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 50% of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the board of directors or other governing body of such surviving entity;

(iv) *Liquidation.* The approval by the stockholders of the Company of a complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; and

(v) *Other Events.* Any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar schedule or form) promulgated under the Securities Exchange Act of 1934, as amended, whether or not the Company is then subject to such reporting requirement.

For purposes of this Section 1(a), the following terms shall have the following meanings:

(1) "**Person**" shall have the meaning as set forth in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended; *provided, however,* that "**Person**" shall exclude (i) the Company, (ii) any trustee or other fiduciary holding securities under an employee benefit plan of the Company, and (iii) any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company.

(2) "**Beneficial Owner**" shall have the meaning given to such term in Rule 13d-3 under the Securities Exchange Act of 1934, as amended; *provided, however,* that "**Beneficial Owner**" shall exclude any Person otherwise becoming a Beneficial Owner by reason of (i) the stockholders of the Company approving a merger of the Company with another entity or (ii) the Company's board of directors approving a sale of securities by the Company to such Person.

(b) "**Corporate Status**" describes the status of a person who is or was a director, trustee, general partner, managing member, officer, employee, agent or fiduciary of the Company or any other Enterprise.

(c) "**DGCL**" means the General Corporation Law of the State of Delaware.

(d) “**Disinterested Director**” means a director of the Company who is not and was not a party to the Proceeding in respect of which indemnification is sought by Indemnitee.

(e) “**Enterprise**” means the Company and any other corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which Indemnitee is or was serving at the request of the Company as a director, trustee, general partner, managing member, officer, employee, agent or fiduciary.

(f) “**Expenses**” include all reasonable attorneys’ fees, retainers, court costs, transcript costs, fees and costs of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses of the types customarily incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, a Proceeding. Expenses also include (i) Expenses incurred in connection with any appeal resulting from any Proceeding, including without limitation the premium, security for, and other costs relating to any cost bond, supersedes bond or other appeal bond or their equivalent, and (ii) for purposes of Section 12(d), Expenses incurred by Indemnitee in connection with the interpretation, enforcement or defense of Indemnitee’s rights under this Agreement or under any directors’ and officers’ liability insurance policies maintained by the Company. Expenses, however, shall not include amounts paid in settlement by Indemnitee or the amount of judgments or fines against Indemnitee.

(g) “**Independent Counsel**” means a law firm, or a partner or member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the past five years has been, retained to represent (i) the Company or Indemnitee in any matter material to either such party (other than as Independent Counsel with respect to matters concerning Indemnitee under this Agreement, or other indemnitees under similar indemnification agreements), or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term “**Independent Counsel**” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee’s rights under this Agreement.

(h) “**Proceeding**” means any threatened, pending or completed action, suit, arbitration, mediation, alternate dispute resolution mechanism, investigation, inquiry, administrative hearing or proceeding, whether brought in the right of the Company or otherwise and whether of a civil, criminal, administrative or investigative nature, including any appeal therefrom and including without limitation any such Proceeding pending as of the date of this Agreement, in which Indemnitee was, is or will be involved as a party, a potential party, a non-party witness or otherwise by reason of (i) the fact that Indemnitee is or was a director or officer of the Company, (ii) any action taken by Indemnitee or any action or inaction on Indemnitee’s part while acting as a director or officer of the Company, or (iii) the fact that he or she is or was serving at the request of the Company as a director, trustee, general partner, managing member, officer, employee, agent or fiduciary of the Company or any other Enterprise, in each case whether or not serving in such capacity at the time any liability or Expense is incurred for which indemnification or advancement of expenses can be provided under this Agreement.

(i) Reference to “*other enterprises*” shall include employee benefit plans; references to “*fin*es” shall include any excise taxes assessed on a person with respect to any employee benefit plan; references to “*serv*ing at the request of the Company” shall include any service as a director, officer, employee or agent of the Company which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “*not opposed to the best interests of the Company*” as referred to in this Agreement.

**2. Indemnity in Third-Party Proceedings.** The Company shall indemnify Indemnitee in accordance with the provisions of this Section 2 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding, other than a Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 2, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee or on his or her behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

**3. Indemnity in Proceedings by or in the Right of the Company.** The Company shall indemnify Indemnitee in accordance with the provisions of this Section 3 if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding by or in the right of the Company to procure a judgment in its favor. Pursuant to this Section 3, Indemnitee shall be indemnified to the fullest extent permitted by applicable law against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee’s behalf in connection with such Proceeding or any claim, issue or matter therein, if Indemnitee acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company. No indemnification for Expenses shall be made under this Section 3 in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged by a court of competent jurisdiction to be liable to the Company, unless and only to the extent that the Delaware Court of Chancery or any court in which the Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnification for such expenses as the Delaware Court of Chancery or such other court shall deem proper.

**4. Indemnification for Expenses of a Party Who is Wholly or Partly Successful.** To the extent that Indemnitee is a party to or a participant in and is successful (on the merits or otherwise) in defense of any Proceeding or any claim, issue or matter therein, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee’s behalf in connection therewith. To the extent permitted by applicable law, if Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, in defense of one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee’s behalf in connection with (a) each successfully resolved claim, issue or matter and (b) any claim, issue or matter related to any such

successfully resolved claim, issue or matter. For purposes of this section, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

**5. Indemnification for Expenses of a Witness.** To the extent that Indemnitee is, by reason of his or her Corporate Status, a witness in any Proceeding to which Indemnitee is not a party, Indemnitee shall be indemnified to the extent permitted by applicable law against all Expenses actually and reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith.

**6. Additional Indemnification.**

(a) Notwithstanding any limitation in Sections 2, 3 or 4, the Company shall indemnify Indemnitee to the fullest extent permitted by applicable law if Indemnitee is, or is threatened to be made, a party to or a participant in any Proceeding (including a Proceeding by or in the right of the Company to procure a judgment in its favor) against all Expenses, judgments, fines and amounts paid in settlement actually and reasonably incurred by Indemnitee or on his or her behalf in connection with the Proceeding or any claim, issue or matter therein.

(b) For purposes of Section 6(a), the meaning of the phrase "**to the fullest extent permitted by applicable law**" shall include, but not be limited to:

(i) the fullest extent permitted by the provision of the DGCL that authorizes or contemplates additional indemnification by agreement, or the corresponding provision of any amendment to or replacement of the DGCL; and

(ii) the fullest extent authorized or permitted by any amendments to or replacements of the DGCL adopted after the date of this Agreement that increase the extent to which a corporation may indemnify its officers and directors.

**7. Exclusions.** Notwithstanding any provision in this Agreement, the Company shall not be obligated under this Agreement to make any indemnity in connection with any Proceeding (or any part of any Proceeding):

(a) for which payment has actually been made to or on behalf of Indemnitee under any statute, insurance policy, indemnity provision, vote or otherwise, except with respect to any excess beyond the amount paid;

(b) for an accounting or disgorgement of profits pursuant to Section 16(b) of the Securities Exchange Act of 1934, as amended, or similar provisions of federal, state or local statutory law or common law, if Indemnitee is held liable therefor (including pursuant to any settlement arrangements);

(c) for any reimbursement of the Company by Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Securities Exchange Act of 1934, as amended (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of

2002 (the "**Sarbanes-Oxley Act**"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act), if Indemnitee is held liable therefor (including pursuant to any settlement arrangements);

(d) initiated by Indemnitee, including any Proceeding (or any part of any Proceeding) initiated by Indemnitee against the Company or its directors, officers, employees, agents or other indemnitees, unless (i) the Company's board of directors authorized the Proceeding (or the relevant part of the Proceeding) prior to its initiation, (ii) the Company provides the indemnification, in its sole discretion, pursuant to the powers vested in the Company under applicable law, (iii) otherwise authorized in Section 12(d) or (iv) otherwise required by applicable law; or

(e) if prohibited by applicable law.

**8. Advances of Expenses.** The Company shall advance the Expenses incurred by Indemnitee in connection with any Proceeding, and such advancement shall be made as soon as reasonably practicable, but in any event no later than 60 days, after the receipt by the Company of a written statement or statements requesting such advances from time to time (which shall include invoices received by Indemnitee in connection with such Expenses but, in the case of invoices in connection with legal services, any references to legal work performed or to expenditure made that would cause Indemnitee to waive any privilege accorded by applicable law shall not be included with the invoice). Advances shall be unsecured and interest free and made without regard to Indemnitee's ability to repay such advances. Indemnitee hereby undertakes to repay any advance to the extent that it is ultimately determined that Indemnitee is not entitled to be indemnified by the Company. This Section 8 shall not apply to the extent advancement is prohibited by law and shall not apply to any Proceeding for which indemnity is not permitted under this Agreement, but shall apply to any Proceeding referenced in Section 7(b) or 7(c) prior to a determination that Indemnitee is not entitled to be indemnified by the Company.

**9. Procedures for Notification and Defense of Claim.**

(a) Indemnitee shall notify the Company in writing of any matter with respect to which Indemnitee intends to seek indemnification or advancement of Expenses as soon as reasonably practicable following the receipt by Indemnitee of notice thereof. The written notification to the Company shall include, in reasonable detail, a description of the nature of the Proceeding and the facts underlying the Proceeding. The failure by Indemnitee to notify the Company will not relieve the Company from any liability which it may have to Indemnitee hereunder or otherwise than under this Agreement, and any delay in so notifying the Company shall not constitute a waiver by Indemnitee of any rights, except to the extent that such failure or delay materially prejudices the Company.

(b) If, at the time of the receipt of a notice of a Proceeding pursuant to the terms hereof, the Company has directors' and officers' liability insurance in effect, the Company shall give prompt notice of the commencement of the Proceeding to the insurers in accordance with the procedures set forth in the applicable policies. The Company shall thereafter take all commercially-reasonable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such Proceeding in accordance with the terms of such policies.

(c) In the event the Company may be obligated to make any indemnity in connection with a Proceeding, the Company shall be entitled to assume the defense of such Proceeding with counsel approved by Indemnitee, which approval shall not be unreasonably withheld, upon the delivery to Indemnitee of written notice of its election to do so. After delivery of such notice, approval of such counsel by Indemnitee and the retention of such counsel by the Company, the Company will not be liable to Indemnitee for any fees or expenses of counsel subsequently incurred by Indemnitee with respect to the same Proceeding. Notwithstanding the Company's assumption of the defense of any such Proceeding, the Company shall be obligated to pay the fees and expenses of Indemnitee's counsel to the extent (i) the employment of counsel by Indemnitee is authorized by the Company, (ii) counsel for the Company or Indemnitee shall have reasonably concluded that there is a conflict of interest between the Company and Indemnitee in the conduct of any such defense such that Indemnitee needs to be separately represented, (iii) the fees and expenses are non-duplicative and reasonably incurred in connection with Indemnitee's role in the Proceeding despite the Company's assumption of the defense, (iv) the Company is not financially or legally able to perform its indemnification obligations or (v) the Company shall not have retained, or shall not continue to retain, such counsel to defend such Proceeding. The Company shall have the right to conduct such defense as it sees fit in its sole discretion. Regardless of any provision in this Agreement, Indemnitee shall have the right to employ counsel in any Proceeding at Indemnitee's personal expense. The Company shall not be entitled, without the consent of Indemnitee, to assume the defense of any claim brought by or in the right of the Company.

(d) Indemnitee shall give the Company such information and cooperation in connection with the Proceeding as may be reasonably appropriate.

(e) The Company shall not be liable to indemnify Indemnitee for any settlement of any Proceeding (or any part thereof) without the Company's prior written consent, which shall not be unreasonably withheld.

(f) The Company shall not settle any Proceeding (or any part thereof) without Indemnitee's prior written consent, which shall not be unreasonably withheld.

#### **10. Procedures upon Application for Indemnification.**

(a) To obtain indemnification, Indemnitee shall submit to the Company a written request, including therein or therewith such documentation and information as is reasonably available to Indemnitee and as is reasonably necessary to determine whether and to what extent Indemnitee is entitled to indemnification following the final disposition of the Proceeding. The Company shall, as soon as reasonably practicable after receipt of such a request for indemnification, advise the board of directors that Indemnitee has requested indemnification. Any delay in providing the request will not relieve the Company from its obligations under this Agreement, except to the extent such failure is prejudicial.



(b) Upon written request by Indemnitee for indemnification pursuant to Section 10(a), a determination, if required by applicable law, with respect to Indemnitee's entitlement thereto shall be made in the specific case (i) if a Change in Control shall have occurred, by Independent Counsel in a written opinion to the Company's board of directors, a copy of which shall be delivered to Indemnitee or (ii) if a Change in Control shall not have occurred, (A) by a majority vote of the Disinterested Directors, even though less than a quorum of the Company's board of directors, (B) by a committee of Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Company's board of directors, (C) if there are no such Disinterested Directors or, if such Disinterested Directors so direct, by Independent Counsel in a written opinion to the Company's board of directors, a copy of which shall be delivered to Indemnitee or (D) if so directed by the Company's board of directors, by the stockholders of the Company. If it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within ten days after such determination. Indemnitee shall cooperate with the person, persons or entity making the determination with respect to Indemnitee's entitlement to indemnification, including providing to such person, persons or entity upon reasonable advance request any documentation or information that is not privileged or otherwise protected from disclosure and that is reasonably available to Indemnitee and reasonably necessary to such determination. Any costs or expenses (including attorneys' fees and disbursements) reasonably incurred by Indemnitee in so cooperating with the person, persons or entity making such determination shall be borne by the Company, to the extent permitted by applicable law.

(c) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 10(b), the Independent Counsel shall be selected as provided in this Section 10(c). If a Change in Control shall not have occurred, the Independent Counsel shall be selected by the Company's board of directors, and the Company shall give written notice to Indemnitee advising him or her of the identity of the Independent Counsel so selected. If a Change in Control shall have occurred, the Independent Counsel shall be selected by Indemnitee (unless Indemnitee shall request that such selection be made by the Company's board of directors, in which event the preceding sentence shall apply), and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within ten days after such written notice of selection shall have been given, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; *provided, however*, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of "Independent Counsel" as defined in Section 1 of this Agreement, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person so selected shall act as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or a court has determined that such objection is without merit. If, within 20 days after the later of (i) submission by Indemnitee of a written request for indemnification pursuant to Section 10(a) hereof and (ii) the final disposition of the Proceeding, the parties have not agreed upon an Independent Counsel, either the Company or Indemnitee may petition a court of competent jurisdiction for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and for the appointment as Independent Counsel of a person selected by the court or by such other person as the court

shall designate, and the person with respect to whom all objections are so resolved or the person so appointed shall act as Independent Counsel under Section 10(b) hereof. Upon the due commencement of any judicial proceeding pursuant to Section 12(a) of this Agreement, the Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing).

(d) The Company agrees to pay the reasonable fees and expenses of any Independent Counsel and to fully indemnify such counsel against any and all Expenses, claims, liabilities and damages arising out of or relating to this Agreement or its engagement pursuant hereto.

#### **11. Presumptions and Effect of Certain Proceedings.**

(a) In making a determination with respect to entitlement to indemnification hereunder, the person, persons or entity making such determination shall, to the fullest extent not prohibited by law, presume that Indemnitee is entitled to indemnification under this Agreement if Indemnitee has submitted a request for indemnification in accordance with Section 10(a) of this Agreement, and the Company shall, to the fullest extent not prohibited by law, have the burden of proof to overcome that presumption in connection with the making by such person, persons or entity of any determination contrary to that presumption.

(b) The termination of any Proceeding or of any claim, issue or matter therein, by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not (except as otherwise expressly provided in this Agreement) of itself adversely affect the right of Indemnitee to indemnification or create a presumption that Indemnitee did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal Proceeding, that Indemnitee had reasonable cause to believe that his or her conduct was unlawful.

(c) For purposes of any determination of good faith, Indemnitee shall be deemed to have acted in good faith to the extent Indemnitee relied in good faith on (i) the records or books of account of the Enterprise, including financial statements, (ii) information supplied to Indemnitee by the officers of the Enterprise in the course of their duties, (iii) the advice of legal counsel for the Enterprise or its board of directors or counsel selected by any committee of the board of directors or (iv) information or records given or reports made to the Enterprise by an independent certified public accountant, an appraiser, investment banker or other expert selected with reasonable care by the Enterprise or its board of directors or any committee of the board of directors. The provisions of this Section 11(c) shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(d) Neither the knowledge, actions nor failure to act of any other director, officer, agent or employee of the Enterprise shall be imputed to Indemnitee for purposes of determining the right to indemnification under this Agreement.

## 12. Remedies of Indemnitee.

(a) Subject to Section 12(e), in the event that (i) a determination is made pursuant to Section 10 of this Agreement that Indemnitee is not entitled to indemnification under this Agreement, (ii) advancement of Expenses is not timely made pursuant to Section 8 or 12(d) of this Agreement, (iii) no determination of entitlement to indemnification shall have been made pursuant to Section 10 of this Agreement within 90 days after the later of the receipt by the Company of the request for indemnification or the final disposition of the Proceeding, (iv) payment of indemnification pursuant to this Agreement is not made (A) within ten days after a determination has been made that Indemnitee is entitled to indemnification or (B) with respect to indemnification pursuant to Sections 4, 5 and 12(d) of this Agreement, within 30 days after receipt by the Company of a written request therefor, or (v) the Company or any other person or entity takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or other action or proceeding designed to deny, or to recover from, Indemnitee the benefits provided or intended to be provided to Indemnitee hereunder, Indemnitee shall be entitled to an adjudication by a court of competent jurisdiction of his or her entitlement to such indemnification or advancement of Expenses. The Company shall not oppose Indemnitee's right to seek any such adjudication in accordance with this Agreement.

(b) Neither (i) the failure of the Company, its board of directors, any committee or subgroup of the board of directors, Independent Counsel or stockholders to have made a determination that indemnification of Indemnitee is proper in the circumstances because Indemnitee has met the applicable standard of conduct, nor (ii) an actual determination by the Company, its board of directors, any committee or subgroup of the board of directors, Independent Counsel or stockholders that Indemnitee has not met the applicable standard of conduct, shall be a defense to the action or create a presumption that Indemnitee has or has not met the applicable standard of conduct. In the event that a determination shall have been made pursuant to Section 10 of this Agreement that Indemnitee is not entitled to indemnification, any judicial proceeding commenced pursuant to this Section 12 shall be conducted in all respects as a *de novo* trial, on the merits, and Indemnitee shall not be prejudiced by reason of that adverse determination. In any judicial proceeding commenced pursuant to this Section 12, the Company shall, to the fullest extent not prohibited by law, have the burden of proving Indemnitee is not entitled to indemnification or advancement of Expenses, as the case may be.

(c) To the fullest extent not prohibited by law, the Company shall be precluded from asserting in any judicial proceeding commenced pursuant to this Section 12 that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement. If a determination shall have been made pursuant to Section 10 of this Agreement that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 12, absent (i) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statements not materially misleading, in connection with the request for indemnification, or (ii) a prohibition of such indemnification under applicable law.

(d) To the extent not prohibited by law, the Company shall indemnify Indemnitee against all Expenses that are incurred by Indemnitee in connection with any action

for indemnification or advancement of Expenses from the Company under this Agreement or under any directors' and officers' liability insurance policies maintained by the Company to the extent Indemnitee is successful in such action, and, if requested by Indemnitee, shall (as soon as reasonably practicable, but in any event no later than 60 days, after receipt by the Company of a written request therefor) advance such Expenses to Indemnitee, subject to the provisions of Section 8.

(e) Notwithstanding anything in this Agreement to the contrary, no determination as to entitlement to indemnification shall be required to be made prior to the final disposition of the Proceeding.

**13. Contribution.** To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amounts incurred by Indemnitee, whether for Expenses, judgments, fines or amounts paid or to be paid in settlement, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the events and transactions giving rise to such Proceeding; and (ii) the relative fault of Indemnitee and the Company (and its other directors, officers, employees and agents) in connection with such events and transactions.

**14. Non-exclusivity.** The rights of indemnification and to receive advancement of Expenses as provided by this Agreement shall not be deemed exclusive of any other rights to which Indemnitee may at any time be entitled under applicable law, the Company's certificate of incorporation or bylaws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement of Expenses than would be afforded currently under the Company's certificate of incorporation and bylaws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change, subject to the restrictions expressly set forth herein or therein. Except as expressly set forth herein, no right or remedy herein conferred is intended to be exclusive of any other right or remedy, and every other right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. Except as expressly set forth herein, the assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other right or remedy.

**15. Primary Responsibility.** The Company acknowledges that to the extent Indemnitee is serving as a director on the Company's board of directors at the request or direction of a venture capital fund or other entity and/or certain of its affiliates (collectively, the "Secondary Indemnitors"), Indemnitee may have certain rights to indemnification and advancement of expenses provided by such Secondary Indemnitors. The Company agrees that, as between the Company and the Secondary Indemnitors, the Company is primarily responsible for amounts required to be indemnified or advanced under the Company's certificate of incorporation or bylaws or this Agreement and any obligation of the Secondary Indemnitors to provide indemnification or advancement for the same amounts is secondary to those Company

obligations. To the extent not in contravention of any insurance policy or policies providing liability or other insurance for the Company or any director, trustee, general partner, managing member, officer, employee, agent or fiduciary of the Company or any other Enterprise, the Company waives any right of contribution or subrogation against the Secondary Indemnitors with respect to the liabilities for which the Company is primarily responsible under this Section 15. In the event of any payment by the Secondary Indemnitors of amounts otherwise required to be indemnified or advanced by the Company under the Company's certificate of incorporation or bylaws or this Agreement, the Secondary Indemnitors shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee for indemnification or advancement of expenses under the Company's certificate of incorporation or bylaws or this Agreement or, to the extent such subrogation is unavailable and contribution is found to be the applicable remedy, shall have a right of contribution with respect to the amounts paid. The Secondary Indemnitors are express third-party beneficiaries of the terms of this Section 15.

**16. No Duplication of Payments.** The Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder (or for which advancement is provided hereunder) if and to the extent that Indemnitee has otherwise actually received payment for such amounts under any insurance policy, contract, agreement or otherwise.

**17. Insurance.** To the extent that the Company maintains an insurance policy or policies providing liability insurance for directors, trustees, general partners, managing members, officers, employees, agents or fiduciaries of the Company or any other Enterprise, Indemnitee shall be covered by such policy or policies to the same extent as the most favorably-insured persons under such policy or policies in a comparable position.

**18. Subrogation.** In the event of any payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and take all action necessary to secure such rights, including execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

**19. Services to the Company.** Indemnitee agrees to serve as a director or officer of the Company or, at the request of the Company, as a director, trustee, general partner, managing member, officer, employee, agent or fiduciary of another Enterprise, for so long as Indemnitee is duly elected or appointed or until Indemnitee tenders his or her resignation or is removed from such position. Indemnitee may at any time and for any reason resign from such position (subject to any other contractual obligation or any obligation imposed by operation of law), in which event the Company shall have no obligation under this Agreement to continue Indemnitee in such position. This Agreement shall not be deemed an employment contract between the Company (or any of its subsidiaries or any Enterprise) and Indemnitee. Indemnitee specifically acknowledges that any employment with the Company (or any of its subsidiaries or any Enterprise) is at will, and Indemnitee may be discharged at any time for any reason, with or without cause, with or without notice, except as may be otherwise expressly provided in any executed, written employment contract between Indemnitee and the Company (or any of its subsidiaries or any Enterprise), any existing formal severance policies adopted by the Company's board of directors or, with respect to service as a director or officer of the Company, the Company's certificate of incorporation or bylaws or the DGCL. No such document shall be subject to any oral modification thereof.

**20. Duration.** This Agreement shall continue until and terminate upon the later of (a) ten years after the date that Indemnitee shall have ceased to serve as a director or officer of the Company or as a director, trustee, general partner, managing member, officer, employee, agent or fiduciary of any other Enterprise, as applicable; or (b) one year after the final termination of any Proceeding, including any appeal, then pending in respect of which Indemnitee is granted rights of indemnification or advancement of Expenses hereunder and of any proceeding commenced by Indemnitee pursuant to Section 12 of this Agreement relating thereto.

**21. Successors.** This Agreement shall be binding upon the Company and its successors and assigns, including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company, and shall inure to the benefit of Indemnitee and Indemnitee's heirs, executors and administrators.

**22. Severability.** Nothing in this Agreement is intended to require or shall be construed as requiring the Company to do or fail to do any act in violation of applicable law. The Company's inability, pursuant to court order or other applicable law, to perform its obligations under this Agreement shall not constitute a breach of this Agreement. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (i) the validity, legality and enforceability of the remaining provisions of this Agreement (including without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (ii) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (iii) to the fullest extent possible, the provisions of this Agreement (including, without limitation, each portion of any section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that is not itself invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

**23. Enforcement.** The Company expressly confirms and agrees that it has entered into this Agreement and assumed the obligations imposed on it hereby in order to induce Indemnitee to serve as a director or officer of the Company, and the Company acknowledges that Indemnitee is relying upon this Agreement in serving as a director or officer of the Company.

**24. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; *provided, however*, that this Agreement is a supplement to and in furtherance of the Company's certificate of incorporation and bylaws and applicable law.

**25. Modification and Waiver.** No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties hereto. No amendment,

alteration or repeal of this Agreement shall adversely affect any right of Indemnitee under this Agreement in respect of any action taken or omitted by such Indemnitee in his or her Corporate Status prior to such amendment, alteration or repeal. No waiver of any of the provisions of this Agreement shall constitute or be deemed a waiver of any other provision of this Agreement nor shall any waiver constitute a continuing waiver.

**26. Notices.** All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by registered or certified mail, postage prepaid, sent by facsimile or electronic mail or otherwise delivered by hand, messenger or courier service addressed:

(a) if to Indemnitee, to Indemnitee's address, facsimile number or electronic mail address set forth below Indemnitee signature hereto; or

(b) if to the Company, to the attention of the President and Chief Executive Officer of the Company at Vor Biopharma Inc., 100 Cambridgepark Dr., Suite 400, Cambridge, MA 02140, or at such other current address as the Company shall have furnished to Indemnitee, with a copy (which shall not constitute notice) to Richard Segal, Cooley LLP, 500 Boylston St, 14th Floor, Boston, MA 02116.

Each such notice or other communication shall for all purposes of this Agreement be treated as effective or having been given (i) if delivered by hand, messenger or courier service, when delivered (or if sent *via* a nationally-recognized overnight courier service, freight prepaid, specifying next-business-day delivery, one business day after deposit with the courier), or (ii) if sent *via* mail, at the earlier of its receipt or five days after the same has been deposited in a regularly-maintained receptacle for the deposit of the United States mail, addressed and mailed as aforesaid, or (iii) if sent *via* facsimile, upon confirmation of facsimile transfer or, if sent *via* electronic mail, upon confirmation of delivery when directed to the relevant electronic mail address, if sent during normal business hours of the recipient, or if not sent during normal business hours of the recipient, then on the recipient's next business day.

**27. Applicable Law and Consent to Jurisdiction.** This Agreement and the legal relations among the parties shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its conflict of laws rules. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 12(a) of this Agreement, the Company and Indemnitee hereby irrevocably and unconditionally (i) agree that any action or proceeding arising out of or in connection with this Agreement shall be brought only in the Delaware Court of Chancery, and not in any other state or federal court in the United States of America or any court in any other country, (ii) consent to submit to the exclusive jurisdiction of the Delaware Court of Chancery for purposes of any action or proceeding arising out of or in connection with this Agreement, (iii) appoint, to the extent such party is not otherwise subject to service of process in the State of Delaware, Capitol Services, Inc., Dover, Delaware as its agent in the State of Delaware as such party's agent for acceptance of legal process in connection with any such action or proceeding against such party with the same legal force and validity as if served upon such party personally within the State of Delaware, (iv) waive any objection to the laying of venue of any such action or proceeding in the Delaware Court of Chancery, and (v) waive, and agree not to plead or to make, any claim that any such action or proceeding brought in the Delaware Court of Chancery has been brought in an improper or inconvenient forum.

**28. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. This Agreement may also be executed and delivered by facsimile signature and in counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement. Only one such counterpart signed by the party against whom enforceability is sought needs to be produced to evidence the existence of this Agreement.

**29. Captions.** The headings of the paragraphs of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction thereof.

*(signature page follows)*



The parties are signing this Indemnification Agreement as of the date stated in the introductory sentence.

**VOR BIOPHARMA INC.**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print name)*

\_\_\_\_\_  
*(Title)*

**[INDEMNITEE NAME]**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print name)*

\_\_\_\_\_  
*(Street address)*

\_\_\_\_\_  
*(City, State and ZIP)*

*(Signature page to Indemnification Agreement)*



June 28, 2019

Dear Robert,

On behalf of Vor Biopharma Inc. ("VOR" or the "Company"), we are thrilled to offer you the following:

1. You will be employed to serve on a full-time basis as President and Chief Executive Officer of the Company commencing on August 5, 2019 and during the period of your employment in such roles will serve as a member of the Board of Directors of the Company (the "Board"). As Chief Executive Officer, you will be responsible for undertaking such duties and responsibilities inherent in the position or otherwise assigned by the Board and will report directly to the Board. Your primary place of employment will be at the Company's offices in Boston, Massachusetts, subject to such travel as may be necessary to fulfill your responsibilities.
2. Your base salary will be at the annualized rate of \$395,000, less all applicable taxes and withholdings, to be paid in accordance with VOR's regular payroll practices (currently bi-monthly pay periods) and prorated for any partial period of service. Your base salary shall be subject to annual review and adjustment as approved by the Board.
3. The Company will also pay you a signing bonus of \$76,000, less applicable taxes and withholdings, to be paid at the time of your first regular salary payment after you have commenced employment. This signing bonus must be repaid in full should your employment with VOR cease due to your voluntary resignation (other than for Good Reason) or termination for Cause (as such terms are defined in Exhibit A hereto) during your first year of employment. The Company will be entitled (but not required) to deduct the amount of any such repayment obligations from any amounts otherwise payable to you by the Company or any of its affiliates.
4. You will be eligible to receive an annual performance bonus beginning for calendar year 2019 based on the achievement of certain milestones, objectives or performance goals established by the Board after consultation with you. The Company will initially target the bonus at forty percent (40%) of your annual salary rate. The actual bonus payable is discretionary and will be subject to the Company's assessment of your performance,

as well as business conditions at the Company. Any bonus may be prorated to reflect a partial calendar year of your service and will be subject to approval by and adjustment at the discretion of the Board and the terms of any applicable bonus plan. Annual performance bonuses, if any, are typically paid between January 1<sup>st</sup> and March 15<sup>th</sup> of the calendar year following the calendar year for which they were earned and are subject in all events to continued employment through the payment date. The Company expects to review your job performance on an annual basis and will discuss with you the criteria which the Company will use to assess your performance for bonus purposes.

5. Subject to the approval of the Board, but in no event later than thirty (30) days following your commencement date, you will be granted an option to purchase 4,979,201 shares of the Company's common stock (the "Initial Option"), which is intended to represent approximately 4.75% of the capitalization of the Company on the date hereof, on an as-converted, fully-diluted basis. In addition, subject to the approval of the Board and your continued employment through the grant date, following the Milestone Closing (as defined in that certain Series A-2 Preferred Stock Purchase Agreement by and among the Company and the other parties thereto dated as of February 12, 2019, as the same may be amended and/or restated), you will be granted an additional option to purchase 2,628,194 shares of the Company's common stock, which, together with the Initial Option, is intended to represent approximately 4.75% of the capitalization of the Company, on an as-converted, fully-diluted basis, following the Milestone Closing (together with the Initial Option, the "Options"). The Options will be granted pursuant to the Company's 2015 Stock Incentive Plan or a successor equity plan (in either case, the "Plan") and will be subject to the terms of the Plan and the applicable stock option agreements, which you will be required to sign. Each Option shall vest as 25% of the shares subject to the Option on the first anniversary of the applicable grant date, and as to the remaining 75% of the shares subject to the Option in thirty-six (36) equal installments monthly thereafter, subject to your continued service on each applicable vesting date, provided that each Option, to the extent then outstanding, shall vest in full in the event of a Change in Control (as defined in Exhibit A). The exercise price per share of each Option will be equal to the fair market value per share of the Company's common stock on the date the Option is granted, as determined by the Board. Each Option shall include an "early exercise" provision, which shall entitle you to exercise all or a portion of the unvested portion of such Option and receive shares of restricted stock subject to the risk of forfeiture that lapses in accordance with the vesting schedule of the Option.
6. In the event your employment is terminated for any reason, the Company shall pay to you the amount of any base salary earned, but not yet paid to you, prior to the date of such termination, and shall reimburse you for any expenses incurred by you through the date of termination, in accordance with paragraph 9 below. Further, in the event your employment is terminated either by the Company without Cause, or due to your resignation for Good Reason, or due to your death or Disability (as defined in Exhibit A), then subject to: (i) your execution and delivery of a general release of claims against the Company and its affiliates in substantially the form attached hereto as Exhibit B (a "Release") that becomes

effective and irrevocable within sixty (60) days following such termination of employment, (ii) your continued compliance with your Employee Proprietary Information and Inventions Assignment Agreement, (iii) your resignation from all positions and appointments with the Company and (iv) your return of all Company property, then you will be entitled to the following: (x) continued payment of your base salary at the rate in effect immediately prior to your date of termination during the period of time commencing on the termination date and ending on the first anniversary thereof (the "Severance Period"), payable in substantially equal installments in accordance with the Company's standard payroll policies, less applicable withholdings; and (y) if you timely elect to receive continued healthcare coverage pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company shall directly pay, or reimburse you for, the premium for you and your covered dependents through the earlier of (A) the end of the Severance Period and (B) the date you and your covered dependents, if any, become eligible for healthcare coverage under another employer's plan(s) (and you agree to promptly notify the Company of such eligibility), provided that if the Company determines that it cannot provide the foregoing benefit without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act) or incurring an excise tax, then, in lieu of the foregoing benefit, a taxable amount equal to each remaining Company subsidy payment will thereafter be paid to you in substantially equal monthly installments. Notwithstanding the foregoing, any payments payable to you hereunder prior to the Release becoming effective shall be made to you on the first regular payroll date occurring immediately after the Release becomes effective, provided that if the period during which you may deliver the Release begins in one year and ends in another, any such payments will in all events be made in the second year.

7. While you are employed by VOR, you, and to the extent permitted thereby, your spouse and dependents, will be entitled to participate in such employee benefit plans generally made available to executive officers of the Company, subject to their terms and conditions.
8. You will be entitled to four weeks of paid vacation per calendar year in accordance with the Company's paid time off policies as in effect from time to time, to be taken at such times as may be approved in advance by VOR. Notwithstanding anything herein to the contrary, upon the termination of your employment for any reason whatsoever, the Company shall pay you for any unused but accrued days of vacation in accordance with applicable law or Company policy in effect from time to time.
9. The Company shall reimburse you for all reasonable out-of-pocket expenses you incur during your employment in connection with the performance of your duties and obligations under this offer letter, according to the Company's expense account and reimbursement policies in effect from time to time. Upon your submission of appropriate itemized proof and verification of reasonable and customary legal fees incurred by you in obtaining legal advice associated with the review, preparation, approval and execution of this offer letter, the Company shall reimburse you for, or pay on your behalf, up to \$5,000 in the aggregate for all such legal fees.

10. The Company requires that, as a full-time employee, you devote your full business time, attention, skill and efforts to the tasks and duties of your position as assigned by the Board. The Chairman of the Board will discuss with you and consider in good faith any request to engage in any outside professional and charitable activities, and you may engage in such activities upon his or her approval, provided that such activities do not interfere with or inhibit your duties to the Company.
11. You agree to abide by the rules, regulations, instructions, personnel practices and policies of VOR and any changes therein which may be adopted from time to time.
12. All payments hereunder will be subject to any required withholding of federal, state and local taxes pursuant to any applicable law or regulation, and the Company and its affiliates shall be entitled to withhold any and all such taxes from amounts payable hereunder.
13. As a condition of employment, you will be required to execute the Employee Proprietary Information and Inventions Assignment Agreement attached hereto as Exhibit C.
14. You represent that you are not bound by any employment contract, restrictive covenant or other restriction preventing you from entering into employment with VOR or carrying out your responsibilities at VOR, or which is in any way inconsistent with any of the terms of this offer letter.
15. Your employment is conditioned on providing, and you agree to provide to VOR, within three (3) days of your date of hire, documentation proving your eligibility to work in the United States, as required by the Immigration Reform and Control Act of 1986. You may need a work visa in order to be eligible to work in the United States. If that is the case, your employment with VOR will be conditioned upon your obtaining a work visa in a timely manner as determined by VOR.
16. Your employment by VOR shall be "at will." This means that both VOR and you remain free to end the employment relationship for any reason, at any time, with or without Cause or notice. This letter is not to be construed as an agreement, either express or implied, to employ you for any guaranteed period of time, and shall in no way alter VOR's policy of employment at-will. Similarly, nothing in this letter shall be construed as an agreement, either express or implied, to pay you any compensation or grant you any benefit beyond the end of your employment with VOR.
17. The terms of this letter shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without reference to conflict of laws principles that would result in the application of the laws of another state). Any action, suit or other legal proceeding arising under or relating to any provision of this letter shall be commenced only in a state or federal court located in Massachusetts, and you consent to the jurisdiction of such a court. This letter supersedes all prior understandings, whether written or oral, relating to the terms of your employment.

18. This offer is contingent upon satisfactory completion of our employment process, including a standard credit and criminal background check. The necessary authorization form for this process will be sent to you under separate cover, with instructions.
19. In the event that it shall be determined that any payments or benefits pursuant to this letter, when aggregated with any other right, payment or benefit to or for you under all other agreements or benefit plans of the Company or its affiliates, in each case as a result of or in connection with a Change in Control (together, the "Payments"), would not be deductible in whole or part by the Company or the person making such payment or distribution or providing such right or benefit as a result of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code"), then the Payments shall be reduced solely to the extent necessary to make the Payments deductible to the maximum extent possible (but only to such extent and after taking into account any reduction in the Payments relating to Section 280G of the Code under any other plan, arrangement or agreement); provided, however, that the foregoing shall not apply to reduce the Payments if the Payments that would otherwise be nondeductible under Section 280G of the Code are disclosed to and approved by the Company's stockholders in accordance with Section 280G(b)(5)(B) of the Code and the related regulations. For purposes of determining whether any of the Payments would not be deductible as a result of Section 280G of the Code and the amount of such disallowed deduction, all Payments will be treated as "parachute payments" within the meaning of Section 280G of the Code, and all "parachute payments" in excess of the "base amount" (as defined under Section 280G(b)(3) of the Code) shall be treated as nondeductible, unless and except to the extent that in the opinion of a nationally recognized accounting firm selected by the Company (the "Accountants"), such Payments (in whole or in part) either do not constitute "parachute payments," including by reason of Section 280G(b)(4) of the Code, or are otherwise not subject to disallowance as a deduction. All determinations required to be made under this paragraph, including whether and which of the Payments are required to be reduced, the amount of such reduction and the assumptions to be utilized in arriving at such determination, shall be made by the Accountants.
20. Notwithstanding anything in this letter to the contrary, no amount deemed deferred compensation subject to Section 409A of the Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A") shall be payable pursuant to this letter unless your termination of employment constitutes a "separation from service" with the Company within the meaning of Section 409A (a "Separation from Service"). Notwithstanding anything in this letter to the contrary, if you are deemed by the Company at the time of your Separation from Service to be a "specified employee" for purposes of Section 409A, to the extent delayed commencement of any portion of the benefits to which you are entitled under this letter is required in order to avoid a prohibited distribution under Section 409A, such portion of your benefits shall not be provided

to you prior to the earlier of (i) the expiration of the six (6)-month period measured from the date of your Separation from Service with the Company or (ii) the date of your death. Upon the first business day following the expiration of the applicable Section 409A period, all payments deferred pursuant to the preceding sentence will be paid in a lump-sum to you (or your estate or beneficiaries), and any remaining payments due to you under this letter shall be paid as otherwise provided herein. For purposes of Section 409A, your right to receive any installment payments under this letter will be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment. To the extent that any payments or reimbursements provided to you under this letter are subject to Section 409A, such amounts shall be paid or reimbursed to you not later than December 31 of the year following the year in which the expense was incurred. The amount of any reimbursements in one year shall not affect the amount of reimbursements in any other year, and your right to such payments or reimbursement shall not be subject to liquidation or exchange for any other benefit. You acknowledge and agree that it is your sole responsibility to timely substantiate any such expenses in order to ensure timely payment in accordance with the foregoing and the applicable requirements of Section 409A. Except as otherwise permitted under Section 409A, no payment hereunder shall be accelerated or deferred unless such acceleration or deferral would not result in additional tax or interest pursuant to Section 409A.

If you find the terms of this offer acceptable, please sign and return a copy of this letter, as well as the Employee Proprietary Information and Inventions Assignment Agreement attached hereto as Exhibit C.

I am excited to have you join the VOR team, and I very much look forward to working together to build VOR into a world-class biotechnology company.

Sincerely,

**VOR Biopharma Inc.**

By: /s/ Kush M. Parmar

Name: Kush M. Parmar, MD, PhD

Title: Executive Chairman

The foregoing correctly sets forth the terms of my at-will employment with the Company. I am not relying on any representations other than those set forth above.

/s/ Robert Ang

Robert Ang

06/28/2019

Date

## EXHIBIT A

### Definitions

“Cause” means: (i) your commission of an act of embezzlement, fraud, theft or misappropriation of assets or property (tangible or intangible) of the Company or its affiliates; (ii) your gross misconduct or gross negligence in the performance of your duties or obligations hereunder, (iii) the Board’s good faith determination that you have failed or refused to (A) follow policies or the lawful directives established by the Board or (B) perform your duties or obligations hereunder (other than any such failure or refusal resulting from your physical or mental incapacity), in each case after a written notice of such failure or refusal and your inability to cure such failure or refusal to the reasonable satisfaction of the Board following a thirty (30) day opportunity to cure, (iv) your conviction or indictment for, or entry of a pleading of guilty or no contest to, a felony or any crime involving moral turpitude or (v) your material breach of any material agreement with the Company or its affiliates, including this offer letter or your Employee Proprietary Information and Inventions Assignment Agreement.

“Change in Control” means: (i) a merger or consolidation of the Company with or into any other corporation or other entity or person, (ii) a sale, lease, exchange or other transfer in one transaction or a series of related transactions of all or substantially all of the Company’s assets, or (iii) any other transaction, including the sale by the Company of new shares of its capital stock or a transfer of existing shares of capital stock of the Company, the result of which is that a third party that is not an affiliate of the Company or its stockholders (or a group of third parties not affiliated with the Company or its stockholders) immediately prior to such transaction acquires or holds capital stock of the Company representing a majority of the Company’s outstanding voting power immediately following such transaction; provided that the following events shall not constitute a “Change in Control”: (A) a transaction (other than a sale of all or substantially all of the Company’s assets) in which the holders of the voting securities of the Company immediately prior to the merger or consolidation hold, directly or indirectly, at least a majority of the voting securities in the successor corporation or its parent immediately after the merger or consolidation; (B) a sale, lease, exchange or other transaction in one transaction or a series of related transactions of all or substantially all of the Company’s assets to an affiliate of the Company; (C) an initial public offering of any of the Company’s securities or any other transaction or series of related transactions principally for bona fide equity financing purposes; (D) a reincorporation of the Company solely to change its jurisdiction; or (E) a transaction undertaken for the primary purpose of creating a holding company that will be owned in substantially the same proportion by the persons who held the Company’s securities immediately before such transaction.

“Disability” means your inability to perform the essential functions of your positions hereunder for a total of three (3) months during any rolling twelve (12)-month period as a result of incapacity due to mental or physical illness as determined by a physician selected by the Company or its insurers and acceptable to you or your legal representative, with such agreement as to acceptability not to be unreasonably withheld or delayed, and which inability cannot be reasonably accommodated by the Company without undue hardship.



Your resignation for "Good Reason" means your resignation within ninety (90) days after any of the following events, unless you consent in writing to the applicable event: (i) a material reduction in your annual base salary, other than a reduction that is implemented in connection with a contemporaneous and proportionate reduction in annual base salaries affecting other senior executives of the Company, (ii) a material diminution of your titles or duties, other than in connection with a corporate transaction where you continue to hold your position (as determined immediately prior to the corporate transaction) with respect to the Company's business, substantially as such business exists prior to the date of consummation of such corporate transaction, but do not hold such position with respect to the successor corporation, or (iii) the relocation by the Company of your primary place of employment to a location more than thirty (30) miles from the Boston, Massachusetts metropolitan area. Notwithstanding the foregoing, no Good Reason will have occurred unless and until (a) you have provided the Company, within thirty (30) days of your knowledge of the occurrence of the facts and circumstances underlying the Good Reason event, written notice stating with reasonable specificity the applicable facts and circumstances underlying such finding of Good Reason; (b) you have provided the Company with an opportunity to cure the same within thirty (30) days after the receipt of such notice and (c) the Company has failed to cure the same within such thirty (30) day period.

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**EXHIBIT B**

**Form of Release**

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**EXHIBIT C**

**Employee Proprietary Information and Inventions Assignment Agreement**



August 12, 2019

Dear Sadik,

On behalf of Vor Biopharma Inc. ("VOR" or the "Company"), we are thrilled to offer you the following:

1. You will be employed to serve on a full-time basis as Chief Technology Officer of the Company commencing on September 30, 2019 or another date mutually agreed by you and the Company (the actual date you commence employment, the "Start Date"). As Chief Technology Officer, you will be responsible for undertaking such duties and responsibilities inherent in the position or otherwise assigned by the Chief Executive Officer of the Company and will report directly to the Chief Executive Officer of the Company. Your primary place of employment will be at the Company's offices in Boston, Massachusetts, subject to such travel as may be necessary to fulfill your responsibilities.
2. Your base salary will be at the annualized rate of \$340,000, less all applicable taxes and withholdings, to be paid in accordance with VOR's regular payroll practices (currently bi-monthly pay periods) and prorated for any partial period of service. Your base salary shall be subject to annual review and adjustment as approved by the Board of Directors of the Company (the "Board").
3. To offset the costs of your obligation, arising from your termination from your prior employer (the "Prior Employer") and commencement of employment with the Company, to repay to the Prior Employer a signing bonus and other incurred costs that were previously paid to you by the Prior Employer (the "Prior Employer Signing Bonus"), provided that you attempt in good faith to negotiate with the Prior Employer to minimize the amount of any such repayment obligation and subject in all events to your commencing employment with the Company, the Company will pay you a one-time signing bonus (the "Signing Bonus") in an amount equal to the lesser of (a) the amount of the Prior Employer Signing Bonus you are required (after negotiating in good faith) to repay to the Prior Employer and (b) \$160,000. You hereby direct the Company to pay the Signing Bonus to the Prior Employer on your behalf. Payment of the Signing Bonus will be made as soon as reasonably practicable following the Start

Date, but not more than 30 days thereafter, and will be conditioned upon your promptly providing documentation reasonably requested by the Company to substantiate the amount of the Prior Employer Signing Bonus you are required to repay. The Company will also pay to you an additional payment in an amount sufficient to cover all income and employment taxes incurred by you as a result of the payment of the Signing Bonus or the additional payment described in this sentence (the "Gross-Up Payment" and, together with the Signing Bonus, the "Total Payment"). Payment of the Gross-Up Payment will be made as soon as reasonably practicable following the date you incur the relevant taxes, but not later than the year following the year in which such taxes are incurred, and will be conditioned on your promptly providing documentation reasonably requested by the Company to substantiate the amount of any such taxes incurred. Notwithstanding the payment of the Signing Bonus to the Prior Employer, should your employment with the Company cease due to your resignation other than for Good Reason or due to your termination for Cause (as such terms are defined in Exhibit A hereto), in either case, (i) prior to the first anniversary of the Start Date, 100% of the gross amount of the Total Payment must be repaid by you to the Company within 10 days following your employment termination date or (ii) on or following the first anniversary of the Start Date and prior to the second anniversary of the Start Date, 50% of the gross amount of the Total Payment must be repaid by you to the Company within 10 days following your employment termination date. The Company will be entitled (but not required) to deduct the amount of any such repayment obligations from any amounts otherwise payable to you by the Company or any of its affiliates.

4. In addition, you will be eligible to receive a cash retention bonus in an aggregate amount equal to \$150,000 (the "Retention Bonus"). One-third of the Retention Bonus will be payable to you on the Company's first ordinary payroll payday that occurs after each of the first three anniversaries of the Start Date, subject to your continued employment with the Company on each applicable anniversary.
5. During your employment, you will be eligible to receive an annual performance bonus beginning for calendar year 2019. The Company will initially target the bonus at thirty percent (30%) of your annual salary rate. The actual bonus payable is discretionary and will be subject to the Company's assessment of your performance, as well as business conditions at the Company. Any bonus may be prorated to reflect a partial calendar year of your service and will be subject to approval by and adjustment at the discretion of the Board and the terms of any applicable bonus plan. Annual performance bonuses, if any, are typically paid between January 1<sup>st</sup> and March 15<sup>th</sup> of the calendar year following the calendar year for which they were earned and are subject in all events to continued employment through the payment date. The Company expects to review your job performance on an annual basis and will discuss with you the criteria which the Company will use to assess your performance for bonus purposes.

6. Subject to the approval of the Board, you will be granted an option to purchase 1,048,253 shares of the Company's common stock (the "Initial Option"), which is intended to represent approximately 1% of the capitalization of the Company on the date hereof, on an as-converted, fully-diluted basis. In addition, subject to the approval of the Board and your continued employment through the grant date, following the Milestone Closing (as defined in that certain Series A-2 Preferred Stock Purchase Agreement by and among the Company and the other parties thereto dated as of February 12, 2019, as the same may be amended and/or restated), you will be granted an additional option to purchase 553,303 shares of the Company's common stock, which, together with the Initial Option, is intended to represent approximately 1% of the capitalization of the Company, on an as-converted, fully-diluted basis, following the Milestone Closing (together with the Initial Option, the "Options"). The Options will be granted pursuant to the Company's 2015 Stock Incentive Plan or a successor equity plan (in either case, the "Plan") and will be subject to the terms of the Plan and the applicable stock option agreements, which you will be required to sign. Each Option shall vest as to 25% of the shares subject to the Option on the first anniversary of the Start Date and as to the remaining 75% of the shares subject to the Option in thirty-six (36) equal installments monthly thereafter, subject to your continued service on each applicable vesting date. The exercise price per share of each Option will be equal to the fair market value per share of the Company's common stock on the date the Option is granted, as determined by the Board. Each Option shall be intended to qualify as an "incentive stock option" as defined in Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"), to the maximum extent permitted by law.
7. In the event your employment is terminated for any reason, the Company shall pay to you the amount of any base salary earned, but not yet paid to you, prior to the date of such termination, and shall reimburse you for any expenses incurred by you through the date of termination, in accordance with paragraph 10 below. Further, in the event your employment is terminated either by the Company without Cause or due to your resignation for Good Reason, then subject to: (i) your execution and delivery of a general release of claims against the Company and its affiliates in a form acceptable to the Company (a "Release") that becomes effective and irrevocable within sixty (60) days following such termination of employment, (ii) your continued compliance with your Employee Proprietary Information and Inventions Assignment Agreement, (iii) your resignation from all positions and appointments with the Company and (iv) your return of all Company property, then you will be entitled to the following: (x) continued payment of your base salary at the rate in effect immediately prior to your date of termination during the period of time commencing on the termination date and ending on the first anniversary thereof (the "Severance Period"), payable in substantially equal installments in accordance with the Company's standard payroll policies; and (y) if you timely elect to receive continued healthcare coverage pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), the Company shall directly pay, or reimburse you for, the premium for you and your covered dependents through the earlier of (A) the end of the Severance Period and

(B) the date you and your covered dependents, if any, become eligible for healthcare coverage under another employer's plan(s) (and you agree to promptly notify the Company of such eligibility), provided that if the Company determines that it cannot provide the foregoing benefit without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act) or incurring an excise tax, then, in lieu of the foregoing benefit, a taxable amount equal to each remaining Company subsidy payment will thereafter be paid to you in substantially equal monthly installments. Notwithstanding the foregoing, any payments payable to you hereunder prior to the Release becoming effective shall be made to you on the first regular payroll date occurring immediately after the Release becomes effective, provided that if the period during which you may deliver the Release begins in one year and ends in another, any such payments will in all events be made in the second year. The Release will include non-competition provisions that last for a period of 12 months following your termination of employment (and may be extended in the event of a breach of such provisions) and are substantially similar to the non-competition provisions set forth in your Employee Proprietary Information and Inventions Assignment Agreement (excluding any requirement to pay consideration set forth in such agreement).

8. While you are employed by VOR, you, and to the extent permitted thereby, your spouse and dependents, will be entitled to participate in such employee benefit plans generally made available to executive officers of the Company, subject to their terms and conditions.
9. You will be entitled to paid vacation in accordance with the Company's paid time off policies as in effect from time to time, to be taken at such times as may be approved in advance by VOR.
10. The Company shall reimburse you for all reasonable out-of-pocket expenses you incur during your employment in connection with the performance of your duties and obligations under this offer letter, according to the Company's expense account and reimbursement policies in effect from time to time.
11. The Company requires that, as a full-time employee, you devote your full business time, attention, skill and efforts to the tasks and duties of your position as assigned by the Chief Executive Officer of the Company. The Company authorizes you to serve as a consultant for 5AM, RA Capital, and their affiliate companies. In the event that the consulting activities detract from your primary duties as CTO, The Company reserves the right to terminate this consultation authorization.
12. You agree to abide by the rules, regulations, instructions, personnel practices and policies of VOR and any changes therein which may be adopted from time to time.
13. All payments hereunder will be subject to any required withholding of federal, state and local taxes pursuant to any applicable law or regulation, and the Company and its affiliates shall be entitled to withhold any and all such taxes from amounts payable hereunder.

14. As a condition of employment, you will be required to execute and deliver to the Company on or before the Start Date the Employee Proprietary Information and Inventions Assignment Agreement attached hereto as Exhibit B.
15. You represent that you are not bound by any employment contract, restrictive covenant or other restriction preventing you from entering into employment with VOR or carrying out your responsibilities at VOR, or which is in any way inconsistent with any of the terms of this offer letter. You represent that you have provided to VOR a copy of any confidentiality, non-competition, non-solicitation or any other restrictive covenants under which you may continue to have obligations during your employment with VOR.
16. Your employment is conditioned on providing, and you agree to provide to VOR, within three (3) days of your date of hire, documentation proving your eligibility to work in the United States, as required by the Immigration Reform and Control Act of 1986. You may need a work visa in order to be eligible to work in the United States. If that is the case, your employment with VOR will be conditioned upon your obtaining a work visa in a timely manner as determined by VOR.
17. Your employment by VOR shall be “at will.” This means that both VOR and you remain free to end the employment relationship for any reason, at any time, with or without Cause or notice. This letter is not to be construed as an agreement, either express or implied, to employ you for any guaranteed period of time, and shall in no way alter VOR’s policy of employment at-will. Similarly, nothing in this letter shall be construed as an agreement, either express or implied, to pay you any compensation or grant you any benefit beyond the end of your employment with VOR.
18. The terms of this letter shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without reference to conflict of laws principles that would result in the application of the laws of another state). Any action, suit or other legal proceeding arising under or relating to any provision of this letter shall be commenced only in a state or federal court located in Massachusetts, and you consent to the jurisdiction of such a court. This letter supersedes all prior understandings, whether written or oral, relating to the terms of your employment.
19. This offer is contingent upon satisfactory completion of our employment process, including a standard credit and criminal background check. The necessary authorization form for this process will be sent to you under separate cover, with instructions.



20. In the event that it shall be determined that any payments or benefits pursuant to this letter, when aggregated with any other right, payment or benefit to or for you under all other agreements or benefit plans of the Company or its affiliates, in each case as a result of or in connection with a "change in ownership or control," within the meaning of Treasury Regulations Section 1.280G-1 (together, the "Payments"), would not be deductible in whole or part by the Company or the person making such payment or distribution or providing such right or benefit as a result of Section 280G of the Code, then the Payments shall be reduced solely to the extent necessary to make the Payments deductible to the maximum extent possible (but only to such extent and after taking into account any reduction in the Payments relating to Section 280G of the Code under any other plan, arrangement or agreement); provided, however, that the foregoing shall not apply to reduce the Payments if the Payments that would otherwise be nondeductible under Section 280G of the Code are disclosed to and approved by the Company's stockholders in accordance with Section 280G(b)(5)(B) of the Code and the related regulations. For purposes of determining whether any of the Payments would not be deductible as a result of Section 280G of the Code and the amount of such disallowed deduction, all Payments will be treated as "parachute payments" within the meaning of Section 280G of the Code, and all "parachute payments" in excess of the "base amount" (as defined under Section 280G(b)(3) of the Code) shall be treated as nondeductible, unless and except to the extent that in the opinion of a nationally recognized accounting firm selected by the Company (the "Accountants"), such Payments (in whole or in part) either do not constitute "parachute payments," including by reason of Section 280G(b)(4) of the Code, or are otherwise not subject to disallowance as a deduction. All determinations required to be made under this paragraph, including whether and which of the Payments are required to be reduced, the amount of such reduction and the assumptions to be utilized in arriving at such determination, shall be made by the Accountants.
21. Notwithstanding anything in this letter to the contrary, no amount deemed deferred compensation subject to Section 409A of the Code and the regulations and guidance promulgated thereunder (collectively, "Section 409A") shall be payable pursuant to this letter unless your termination of employment constitutes a "separation from service" with the Company within the meaning of Section 409A (a "Separation from Service"). Notwithstanding anything in this letter to the contrary, if you are deemed by the Company at the time of your Separation from Service to be a "specified employee" for purposes of Section 409A, to the extent delayed commencement of any portion of the benefits to which you are entitled under this letter is required in order to avoid a prohibited distribution under Section 409A, such portion of your benefits shall not be provided to you prior to the earlier of (i) the expiration of the six (6)-month period measured from the date of your Separation from Service with the Company or (ii) the date of your death. Upon the first business day following the expiration of the applicable Section 409A period, all payments deferred pursuant to the preceding sentence will be paid in a lump-sum to you (or your estate or beneficiaries), and any remaining payments due to you under this letter shall be paid as otherwise provided herein. For purposes of Section 409A, your right to receive any installment payments under this letter will be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment. To the extent that any payments or reimbursements provided to you under this letter are subject

to Section 409A, such amounts shall be paid or reimbursed to you not later than December 31 of the year following the year in which the expense was incurred. The amount of any reimbursements in one year shall not affect the amount of reimbursements in any other year, and your right to such payments or reimbursement shall not be subject to liquidation or exchange for any other benefit. You acknowledge and agree that it is your sole responsibility to timely substantiate any such expenses in order to ensure timely payment in accordance with the foregoing and the applicable requirements of Section 409A. Except as otherwise permitted under Section 409A, no payment hereunder shall be accelerated or deferred unless such acceleration or deferral would not result in additional tax or interest pursuant to Section 409A.

If you find the terms of this offer acceptable, please sign and return a copy of this letter, as well as the Employee Proprietary Information and Inventions Assignment Agreement attached hereto as Exhibit B.

I am excited to have you join the VOR team, and I very much look forward to working together to build VOR into a world-class biotechnology company.

Sincerely,

**VOR Biopharma Inc.**

By: /s/ Robert Ang

Name: Robert Ang

Title: President and Chief  
Executive Officer

The foregoing correctly sets forth the terms of my at-will employment with the Company. I am not relying on any representations other than those set forth above.

/s/ Sadik Kassim

Sadik Kassim

8/13/2019

Date

## EXHIBIT A

### Definitions

“Cause” means: (i) your commission of an act of embezzlement, fraud, theft or misappropriation of assets or property (tangible or intangible) of the Company or its affiliates; (ii) your gross misconduct or gross negligence in the performance of your duties or obligations hereunder, (iii) the Board’s good faith determination that you have failed or refused to (A) follow policies or the lawful directives established by the Board or (B) perform your duties or obligations hereunder (other than any such failure or refusal resulting from your physical or mental incapacity), in each case after a written notice of such failure or refusal and your inability to cure such failure or refusal to the reasonable satisfaction of the Board following a thirty (30) day opportunity to cure, (iv) your conviction or indictment for, or entry of a pleading of guilty or no contest to, a felony or any crime involving moral turpitude or (v) your material breach of any material agreement with the Company or its affiliates, including this offer letter or your Employee Proprietary Information and Inventions Assignment Agreement.

Your resignation for “Good Reason” means your resignation within ninety (90) days after any of the following events, unless you consent in writing to the applicable event: (i) a material reduction in your annual base salary, other than a reduction that is implemented in connection with a contemporaneous and proportionate reduction in annual base salaries affecting other senior executives of the Company, (ii) a material diminution of your titles or duties, other than in connection with a corporate transaction where you continue to hold your position (as determined immediately prior to the corporate transaction) with respect to the Company’s business, substantially as such business exists prior to the date of consummation of such corporate transaction, but do not hold such position with respect to the successor corporation, or (iii) the relocation by the Company of your primary place of employment to a location more than thirty (30) miles from the Boston, Massachusetts metropolitan area. Notwithstanding the foregoing, no Good Reason will have occurred unless and until (a) you have provided the Company, within thirty (30) days of your knowledge of the occurrence of the facts and circumstances underlying the Good Reason event, written notice stating with reasonable specificity the applicable facts and circumstances underlying such finding of Good Reason; (b) you have provided the Company with an opportunity to cure the same within thirty (30) days after the receipt of such notice and (c) the Company has failed to cure the same within such thirty (30) day period.

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**EXHIBIT B**

**Employee Proprietary Information and Inventions Assignment Agreement**



July 2, 2020

Dear Christopher,

On behalf of Vor Biopharma Inc. ("**VOR**" or the "**Company**"), we are thrilled to offer you the following:

1. You will be employed to serve on a full-time basis as Chief Medical Officer of the Company commencing on July 10, 2020 or another date mutually agreed by you and the Company (the actual date you commence employment, the "**Start Date**"). As Chief Medical Officer, you will be responsible for undertaking such duties and responsibilities inherent in the position or otherwise assigned by the Chief Executive Officer of the Company and will report directly to the Chief Executive Officer of the Company. Your primary place of employment will be at the Company's offices in Cambridge, Massachusetts, subject to such travel as may be necessary to fulfill your responsibilities.
2. Your base salary will be at the annualized rate of \$380,000, less all applicable taxes and withholdings, to be paid in accordance with VOR's regular payroll practices (currently bi-monthly pay periods) and prorated for any partial period of service. Your base salary shall be subject to annual review and adjustment as approved by the Board of Directors of the Company (the "**Board**"). At the discretion of the Board of Directors, additional review and adjustment may occur based on recommendation by the Compensation Committee.
3. During your employment, you will be eligible to receive an annual performance bonus beginning for calendar year 2020. The Company will initially target the bonus at thirty percent (30%) of your annual salary rate. The actual bonus payable is discretionary and will be subject to the Company's assessment of your performance, as well as business conditions at the Company. Your discretionary performance bonus will not be prorated based on your hire date. You will be eligible for a full bonus of twelve months (12 months). Your discretionary bonus will be subject to approval by and adjustment at the discretion of the Board and the terms of any applicable bonus plan. Annual performance bonuses, if any, are typically paid between January 1st and March 15th of the calendar year following the calendar year for which they were earned and are subject in all events to continued employment through the payment date. The Company expects to review your job performance on an annual basis and will discuss with you the criteria which the Company will use to assess your performance for bonus purposes.

4. Subject to the approval of the Board, you will be granted an option to purchase 2,082,424 shares of the Company's common stock (the "**Option**"), which is intended to represent approximately 1.3% of the capitalization of the Company on the date hereof, on an as-converted, fully-diluted basis. The Option will be granted pursuant to the Company's 2015 Stock Incentive Plan or a successor equity plan (in either case, the "**Plan**") and will be subject to the terms of the Plan and the applicable stock option agreements, which you will be required to sign. The Option shall vest as to 25% of the shares on July 30, 2020 and as to the remaining 75% of the shares subject to the Option in thirty-six (36) equal installments monthly thereafter, subject to your continued service on each applicable vesting date. The exercise price per share of the Option will be equal to the fair market value per share of the Company's common stock on the date the Option is granted, as determined by the Board. The Option shall be intended to qualify as an "incentive stock option" as defined in Section 422 of the Internal Revenue Code of 1986, as amended (the "**Code**"), to the maximum extent permitted by law. Additional equity compensation may be granted at the discretion of the Board of Directors based on recommendation by the Compensation Committee.

5. In the event your employment is terminated for any reason, the Company shall pay to you the amount of any base salary earned, but not yet paid to you, prior to the date of such termination, and shall reimburse you for any expenses incurred by you through the date of termination, in accordance with paragraph 8 below. Further, in the event your employment is terminated either by the Company without Cause or due to your resignation for Good Reason (as those terms are defined in **EXHIBIT A** hereto), then subject to: (i) your execution and delivery of a general release of claims against the Company and its affiliates in a form acceptable to the Company (a "**Release**") that becomes effective and irrevocable within sixty (60) days following such termination of employment, (ii) your continued compliance with your Employee Proprietary Information and Inventions Assignment Agreement, (iii) your resignation from all positions and appointments with the Company and (iv) your return of all Company property, then you will be entitled to the following: (x) continued payment of your base salary at the rate in effect immediately prior to your date of termination during the period of time commencing on the termination date and ending on the first anniversary thereof (the "**Severance Period**"), payable in substantially equal installments in accordance with the Company's standard payroll policies; and (y) if you timely elect to receive continued healthcare coverage pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), the Company shall directly pay, or reimburse you for, the premium for you and your covered dependents through the earlier of (A) the end of the Severance Period and (B) the date you and your covered dependents, if any, become eligible for healthcare coverage under another employer's plan(s) (and you agree to promptly notify the Company of such eligibility), provided that if the Company determines that it cannot provide the foregoing benefit without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act) or incurring an excise tax, then, in lieu of the foregoing benefit, a taxable amount equal to each remaining Company subsidy payment will thereafter be paid to you in substantially equal monthly installments. Notwithstanding the foregoing, any payments payable to you hereunder prior to the Release becoming effective shall be made to you on the first regular payroll date occurring immediately after the Release becomes effective, provided that if the period during which you may deliver the Release begins in one year and ends in another, any such payments will in all events be made in the second year. While you are employed by VOR, you, and to the extent permitted thereby, your spouse and dependents, will be entitled to participate in such employee benefit plans generally made available to executive officers of the Company, subject to their terms and conditions.

6. You will be entitled to paid vacation in accordance with the Company's paid time off policies as in effect from time to time, to be taken at such times as may be approved in advance by VOR.
7. The Company shall reimburse you for all reasonable out-of-pocket expenses you incur during your employment in connection with the performance of your duties and obligations under this offer letter, according to the Company's expense account and reimbursement policies in effect from time to time.
8. The Company requires that, as a full-time employee, you devote your full business time, attention, skill and efforts to the tasks and duties of your position as assigned by the Chief Executive Officer of the Company.
9. You agree to abide by the rules, regulations, instructions, personnel practices and policies of VOR and any changes therein which may be adopted from time to time.
10. All payments hereunder will be subject to any required withholding of federal, state and local taxes pursuant to any applicable law or regulation, and the Company and its affiliates shall be entitled to withhold any and all such taxes from amounts payable hereunder.
11. As a condition of employment, you will be required to execute and deliver to the Company on or before the Start Date the Employee Proprietary Information and Inventions Assignment Agreement attached hereto as **EXHIBIT B**.
12. You represent that you are not bound by any employment contract, restrictive covenant or other restriction preventing you from entering into employment with VOR or carrying out your responsibilities at VOR, or which is in any way inconsistent with any of the terms of this offer letter. You represent that you have provided to VOR a copy of any confidentiality, non-competition, non-solicitation or any other restrictive covenants under which you may continue to have obligations during your employment with VOR.
13. Your employment is conditioned on providing, and you agree to provide to VOR, within three (3) days of your date of hire, documentation proving your eligibility to work in the United States, as required by the Immigration Reform and Control Act of 1986. You may need a work visa in order to be eligible to work in the United States. If that is the case, your employment with VOR will be conditioned upon your obtaining a work visa in a timely manner as determined by VOR.

14. Your employment by VOR shall be “at will.” This means that both VOR and you remain free to end the employment relationship for any reason, at any time, with or without Cause or notice. This letter is not to be construed as an agreement, either express or implied, to employ you for any guaranteed period of time, and shall in no way alter VOR’s policy of employment at-will. Similarly, nothing in this letter shall be construed as an agreement, either express or implied, to pay you any compensation or grant you any benefit beyond the end of your employment with VOR.

15. The terms of this letter shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without reference to conflict of laws principles that would result in the application of the laws of another state). Any action, suit or other legal proceeding arising under or relating to any provision of this letter shall be commenced only in a state or federal court located in Massachusetts, and you consent to the jurisdiction of such a court. This letter supersedes all prior understandings, whether written or oral, relating to the terms of your employment.

16. This offer is contingent upon satisfactory completion of our employment process, including a standard credit and criminal background check. The necessary authorization form for this process will be sent to you under separate cover, with instructions.

17. In the event that it shall be determined that any payments or benefits pursuant to this letter, when aggregated with any other right, payment or benefit to or for you under all other agreements or benefit plans of the Company or its affiliates, in each case as a result of or in connection with a “change in ownership or control,” within the meaning of Treasury Regulations Section 1.280G-1 (together, the “**Payments**”), would not be deductible in whole or part by the Company or the person making such payment or distribution or providing such right or benefit as a result of Section 280G of the Code, then the Payments shall be reduced solely to the extent necessary to make the Payments deductible to the maximum extent possible (but only to such extent and after taking into account any reduction in the Payments relating to Section 280G of the Code under any other plan, arrangement or agreement); provided, however, that the foregoing shall not apply to reduce the Payments if the Payments that would otherwise be nondeductible under Section 280G of the Code are disclosed to and approved by the Company’s stockholders in accordance with Section 280G(b)(5)(B) of the Code and the related regulations. For purposes of determining whether any of the Payments would not be deductible as a result of Section 280G of the Code and the amount of such disallowed deduction, all Payments will be treated as “parachute payments” within the meaning of Section 280G of the Code, and all “parachute payments” in excess of the “base amount” (as defined under Section 280G(b)(3) of the Code) shall be treated as nondeductible, unless and except to the extent that in the opinion of a nationally recognized accounting firm selected by the Company (the “**Accountants**”), such Payments (in whole or in part) either do not constitute “parachute payments,” including by reason of Section 2800(b)(4) of the Code, or are otherwise not subject to disallowance as a deduction. All determinations required to be made under this paragraph, including whether and which of the Payments are required to be reduced, the amount of such reduction and the assumptions to be utilized in arriving at such determination, shall be made by the Accountants.



18. Notwithstanding anything in this letter to the contrary, no amount deemed deferred compensation subject to Section 409A of the Code and the regulations and guidance promulgated thereunder (collectively, "**Section 409A**") shall be payable pursuant to this letter unless your termination of employment constitutes a "**separation from service**" with the Company within the meaning of Section 409A (a "**Separation from Service**"). Notwithstanding anything in this letter to the contrary, if you are deemed by the Company at the time of your Separation from Service to be a "specified employee" for purposes of Section 409A, to the extent delayed commencement of any portion of the benefits to which you are entitled under this letter is required in order to avoid a prohibited distribution under Section 409A, such portion of your benefits shall not be provided to you prior to the earlier of (i) the expiration of the six (6)-month period measured from the date of your Separation from Service with the Company or (ii) the date of your death. Upon the first business day following the expiration of the applicable Section 409A period, all payments deferred pursuant to the preceding sentence will be paid in a lump-sum to you (or your estate or beneficiaries), and any remaining payments due to you under this letter shall be paid as otherwise provided herein. For purposes of Section 409A, your right to receive any installment payments under this letter will be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment. To the extent that any payments or reimbursements provided to you under this letter are subject to Section 409A, such amounts shall be paid or reimbursed to you not later than December 31 of the year following the year in which the expense was incurred. The amount of any reimbursements in one year shall not affect the amount of reimbursements in any other year, and your right to such payments or reimbursement shall not be subject to liquidation or exchange for any other benefit. You acknowledge and agree that it is your sole responsibility to timely substantiate any such expenses in order to ensure timely payment in accordance with the foregoing and the applicable requirements of Section 409A. Except as otherwise permitted under Section 409A, no payment hereunder shall be accelerated or deferred unless such acceleration or deferral would not result in additional tax or interest pursuant to Section 409A.

If you find the terms of this offer acceptable, please sign and return a copy of this letter, as well as the Employee Proprietary Information and Inventions Assignment Agreement attached hereto as Exhibit B.

I am excited to have you join the VOR team, and I very much look forward to working together to build VOR into a world-class biotechnology company.

Sincerely,

**VOR Biopharma Inc.**

By: /s/ Robert Ang

Name: Robert Ang

Title: President and  
Chief Executive Officer

The foregoing correctly sets forth the terms of my at-will employment with the Company. I am not relying on any representations other than those set forth above.

/s/ Christopher Slapak  
Christopher Slapak

7/6/2020

Date

## EXHIBIT A

### Definitions

“**Cause**” means: (1) your commission of an act of embezzlement, fraud, theft or misappropriation of assets or property (tangible or intangible) of the Company or its affiliates; (ii) your gross misconduct or gross negligence in the performance of your duties or obligations hereunder, (iii) the Board’s good faith determination that you have failed or refused to (A) follow policies or the lawful directives established by the Board or (B) perform your duties or obligations hereunder (other than any such failure or refusal resulting from your physical or mental incapacity), in each case after a written notice of such failure or refusal and your inability to cure such failure or refusal to the reasonable satisfaction of the Board following a thirty (30) day opportunity to cure, (iv) your conviction or indictment for, or entry of a pleading of guilty or no contest to, a felony or any crime involving moral turpitude or (v) your material breach of any material agreement with the Company or its affiliates, including this offer letter or your Employee Proprietary Information and Inventions Assignment Agreement.

Your resignation for “**Good Reason**” means your resignation within ninety (90) days after any of the following events, unless you consent in writing to the applicable event: (i) a material reduction in your annual base salary, other than a reduction that is implemented in connection with a contemporaneous and proportionate reduction in annual base salaries affecting other senior executives of the Company, (ii) a material diminution of your titles or duties, other than in connection with a corporate transaction where you continue to hold your position (as determined immediately prior to the corporate transaction) with respect to the Company’s business, substantially as such business exists prior to the date of consummation of such corporate transaction, but do not hold such position with respect to the successor corporation, or (iii) the relocation by the Company of your primary place of employment to a location more than thirty (30) miles from the Boston, Massachusetts metropolitan area. Notwithstanding the foregoing, no Good Reason will have occurred unless and until (a) you have provided the Company, within thirty (30) days of your knowledge of the occurrence of the facts and circumstances underlying the Good Reason event, written notice stating with reasonable specificity the applicable facts and circumstances underlying such finding of Good Reason; (b) you have provided the Company with an opportunity to cure the same within thirty (30) days after the receipt of such notice and (c) the Company has failed to cure the same within such thirty (30) day period.

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**EXHIBIT B**

**Employee Proprietary Information and Inventions Assignment Agreement**



March 20, 2020

Dear Nathan,

On behalf of Vor Biopharma Inc. ("**VOR**" or the "**Company**"), we are thrilled to offer you the following:

1. You will be employed to serve on a full-time basis as Chief Financial Officer of the Company commencing on June 22, 2020 or another date mutually agreed by you and the Company depending on release from current employer (the actual date you commence employment, the "**Start Date**"). As Chief Financial Officer, you will be responsible for undertaking such duties and responsibilities inherent in the position or otherwise assigned by the Chief Executive Officer of the Company and will report directly to the Chief Executive Officer of the Company. Your primary place of employment will be at the Company's offices in Boston, Massachusetts, subject to such travel as may be necessary to fulfill your responsibilities.
2. Your base salary will be at the annualized rate of \$340,000, less all applicable taxes and withholdings, to be paid in accordance with VOR's regular payroll practices (currently bi-monthly pay periods) and prorated for any partial period of service. Your base salary shall be subject to annual review and adjustment as approved by the Board of Directors of the Company (the "**Board**").
3. The Company will also pay you a signing bonus of \$10,000, less applicable taxes and withholdings, to be paid at the time of your first regular salary payment after your Start Date (the "**Signing Bonus**"). The Signing Bonus must be repaid in full should your employment with VOR cease due to your voluntary resignation (other than for Good Reason) or termination for Cause (As such terms are defined in **EXHIBIT A** hereto) during your first year of employment. The Company will be entitled (but not required) to deduct the amount of any such repayment obligations from any amounts otherwise payable to you by the Company or any of its affiliates.
4. During your employment, you will be eligible to receive an annual performance bonus beginning for calendar year 2020. The Company will initially target the bonus at thirty percent (30%) of your annual salary rate. The actual bonus payable is discretionary and will be subject to the Company's assessment of your performance, as well as business conditions at the Company. Any bonus may be prorated to reflect a partial calendar year of your service and will be subject to approval by and adjustment at the discretion of the Board and the terms of any applicable bonus plan. Annual performance

bonuses, if any, are typically paid between January 1st and March 15th of the calendar year following the calendar year for which they were earned and are subject in all events to continued employment through the payment date. The Company expects to review your job performance on an annual basis and will discuss with you the criteria which the Company will use to assess your performance for bonus purposes.

5. Subject to the approval of the Board, you will be granted an option to purchase 1,921,868 shares of the Company's common stock (the "**Option**"), which is intended to represent approximately 1.2% of the capitalization of the Company on the date hereof, on an as-converted, fully-diluted basis. The Option will be granted pursuant to the Company's 2015 Stock Incentive Plan or a successor equity plan (in either case, the "**Plan**") and will be subject to the terms of the Plan and the applicable stock option agreements, which you will be required to sign. The Option shall vest as to 25% of the shares subject to the Option on the first anniversary of the Start Date and as to the remaining 75% of the shares subject to the Option in thirty-six (36) equal installments monthly thereafter, subject to your continued service on each applicable vesting date, provided that the Option, to the extent then outstanding, shall vest in full in the event of a Change in Control (as defined in **EXHIBIT A**). The exercise price per share of the Option will be equal to the fair market value per share of the Company's common stock on the date the Option is granted, as determined by the Board. The Option shall be intended to qualify as an "incentive stock option" as defined in Section 422 of the Internal Revenue Code of 1986, as amended (the "**Code**"), to the maximum extent permitted by law. The Option shall include an "early exercise" provision, which shall entitle you to exercise all or a portion of the Option and receive shares of restricted stock subject to risk of forfeiture that lapses in accordance with the vesting schedule of the Option.

6. In the event your employment is terminated for any reason, the Company shall pay to you the amount of any base salary earned, but not yet paid to you, prior to the date of such termination, and shall reimburse you for any expenses incurred by you through the date of termination, in accordance with paragraph 9 below. Further, in the event your employment is terminated either by the Company without Cause or due to your resignation for Good Reason, then subject to: (i) your execution and delivery of a general release of claims against the Company and its affiliates in a form acceptable to the Company (a "**Release**") that becomes effective and irrevocable within sixty (60) days following such termination of employment, (ii) your continued compliance with your Employee Proprietary Information and Inventions Assignment Agreement, (iii) your resignation from all positions and appointments with the Company and (iv) your return of all Company property, then you will be entitled to the following: (x) continued payment of your base salary at the rate in effect immediately prior to your date of termination during the period of time commencing on the termination date and ending on the first anniversary thereof (the "**Severance Period**"), payable in substantially equal installments in accordance with the Company's standard payroll policies; and (y) if you timely elect to receive continued healthcare coverage pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), the Company shall directly pay, or reimburse you for, the premium for you and your covered dependents through the earlier of (A) the end of the Severance Period and (B) the date you and your covered dependents, if any, become eligible for healthcare coverage under another employer's plan(s) (and you agree to promptly notify the Company of such eligibility), provided that if the Company determines that it cannot provide the foregoing benefit without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act) or incurring an excise tax, then, in lieu of the foregoing benefit, a taxable amount equal to each remaining Company subsidy

payment will thereafter be paid to you in substantially equal monthly installments. Notwithstanding the foregoing, any payments payable to you hereunder prior to the Release becoming effective shall be made to you on the first regular payroll date occurring immediately after the Release becomes effective, provided that if the period during which you may deliver the Release begins in one year and ends in another, any such payments will in all events be made in the second year.

7. While you are employed by VOR, you, and to the extent permitted thereby, your spouse and dependents, will be entitled to participate in such employee benefit plans generally made available to executive officers of the Company, subject to their terms and conditions.

8. You will be entitled to paid vacation in accordance with the Company's paid time off policies as in effect from time to time, to be taken at such times as may be approved in advance by VOR.

9. The Company shall reimburse you for all reasonable out-of-pocket expenses you incur during your employment in connection with the performance of your duties and obligations under this offer letter, according to the Company's expense account and reimbursement policies in effect from time to time.

10. The Company requires that, as a full-time employee, you devote your full business time, attention, skill and efforts to the tasks and duties of your position as assigned by the Chief Executive Officer of the Company.

11. You agree to abide by the rules, regulations, instructions, personnel practices and policies of VOR and any changes therein which may be adopted from time to time.

12. All payments hereunder will be subject to any required withholding of federal, state and local taxes pursuant to any applicable law or regulation, and the Company and its affiliates shall be entitled to withhold any and all such taxes from amounts payable hereunder.

13. As a condition of employment, you will be required to execute and deliver to the Company on or before the Start Date the Employee Proprietary Information and Inventions Assignment Agreement attached hereto as **EXHIBIT B**.

14. You represent that you are not bound by any employment contract, restrictive covenant or other restriction preventing you from entering into employment with VOR or carrying out your responsibilities at VOR, or which is in any way inconsistent with any of the terms of this offer letter. You represent that you have provided to VOR a copy of any confidentiality, non-competition, non-solicitation or any other restrictive covenants under which you may continue to have obligations during your employment with VOR.

15. Your employment is conditioned on providing, and you agree to provide to VOR, within three (3) days of your date of hire, documentation proving your eligibility to work in the United States, as required by the Immigration Reform and Control Act of 1986. You may need a work visa in order to be eligible to work in the United States. If that is the case, your employment with VOR will be conditioned upon your obtaining a work visa in a timely manner as determined by VOR.

16. Your employment by VOR shall be “at will.” This means that both VOR and you remain free to end the employment relationship for any reason, at any time, with or without Cause or notice. This letter is not to be construed as an agreement, either express or implied, to employ you for any guaranteed period of time, and shall in no way alter VOR’s policy of employment at-will. Similarly, nothing in this letter shall be construed as an agreement, either express or implied, to pay you any compensation or grant you any benefit beyond the end of your employment with VOR.

17. The terms of this letter shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without reference to conflict of laws principles that would result in the application of the laws of another state). Any action, suit or other legal proceeding arising under or relating to any provision of this letter shall be commenced only in a state or federal court located in Massachusetts, and you consent to the jurisdiction of such a court. This letter supersedes all prior understandings, whether written or oral, relating to the terms of your employment.

18. This offer is contingent upon satisfactory completion of our employment process, including a standard credit and criminal background check. The necessary authorization form for this process will be sent to you under separate cover, with instructions.

19. In the event that it shall be determined that any payments or benefits pursuant to this letter, when aggregated with any other right, payment or benefit to or for you under all other agreements or benefit plans of the Company or its affiliates, in each case as a result of or in connection with a “change in ownership or control,” within the meaning of Treasury Regulations Section 1.280G-1 (together, the “**Payments**”), would not be deductible in whole or part by the Company or the person making such payment or distribution or providing such right or benefit as a result of Section 280G of the Code, then the Payments shall be reduced solely to the extent necessary to make the Payments deductible to the maximum extent possible (but only to such extent and after taking into account any reduction in the Payments relating to Section 280G of the Code under any other plan, arrangement or agreement); provided, however, that the foregoing shall not apply to reduce the Payments if the Payments that would otherwise be nondeductible under Section 280G of the Code are disclosed to and approved by the Company’s stockholders in accordance with Section 280G(b)(5)(B) of the Code and the related regulations. For purposes of determining whether any of the Payments would not be deductible as a result of Section 280G of the Code and the amount of such disallowed deduction, all Payments will be treated as “parachute payments” within the meaning of Section 280G of the Code, and all “parachute payments” in excess of the “base amount” (as defined under Section 280G(b)(3) of the Code) shall be treated as nondeductible, unless and except to the extent that in the opinion of a nationally recognized accounting firm selected by the Company (the “**Accountants**”), such Payments (in whole or in part) either do not constitute “parachute payments,” including by reason of Section 2800(b)(4) of the Code, or are otherwise not subject to disallowance as a deduction. All determinations required to be made under this paragraph, including whether and which of the Payments are required to be reduced, the amount of such reduction and the assumptions to be utilized in arriving at such determination, shall be made by the Accountants.



20. Notwithstanding anything in this letter to the contrary, no amount deemed deferred compensation subject to Section 409A of the Code and the regulations and guidance promulgated thereunder (collectively, "**Section 409A**") shall be payable pursuant to this letter unless your termination of employment constitutes a "**separation from service**" with the Company within the meaning of Section 409A (a "**Separation from Service**"). Notwithstanding anything in this letter to the contrary, if you are deemed by the Company at the time of your Separation from Service to be a "specified employee" for purposes of Section 409A, to the extent delayed commencement of any portion of the benefits to which you are entitled under this letter is required in order to avoid a prohibited distribution under Section 409A, such portion of your benefits shall not be provided to you prior to the earlier of (i) the expiration of the six (6)-month period measured from the date of your Separation from Service with the Company or (ii) the date of your death. Upon the first business day following the expiration of the applicable Section 409A period, all payments deferred pursuant to the preceding sentence will be paid in a lump-sum to you (or your estate or beneficiaries), and any remaining payments due to you under this letter shall be paid as otherwise provided herein. For purposes of Section 409A, your right to receive any installment payments under this letter will be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment. To the extent that any payments or reimbursements provided to you under this letter are subject to Section 409A, such amounts shall be paid or reimbursed to you not later than December 31 of the year following the year in which the expense was incurred. The amount of any reimbursements in one year shall not affect the amount of reimbursements in any other year, and your right to such payments or reimbursement shall not be subject to liquidation or exchange for any other benefit. You acknowledge and agree that it is your sole responsibility to timely substantiate any such expenses in order to ensure timely payment in accordance with the foregoing and the applicable requirements of Section 409A. Except as otherwise permitted under Section 409A, no payment hereunder shall be accelerated or deferred unless such acceleration or deferral would not result in additional tax or interest pursuant to Section 409A.

If you find the terms of this offer acceptable, please sign and return a copy of this letter, as well as the Employee Proprietary Information and Inventions Assignment Agreement attached hereto as Exhibit B.

I am excited to have you join the VOR team, and I very much look forward to working together to build VOR into a world-class biotechnology company.

Sincerely,

**VOR Biopharma Inc.**

By: /s/ Robert Ang

Name: Robert Ang

Title: President and  
Chief Executive Officer

The foregoing correctly sets forth the terms of my at-will employment with the Company. I am not relying on any representations other than those set forth above.

/s/ Nathan Jorgensen

Nathan Jorgensen

March 20, 2020

Date

## EXHIBIT A

### Definitions

**“Cause”** means: (1) your commission of an act of embezzlement, fraud, theft or misappropriation of assets or property (tangible or intangible) of the Company or its affiliates; (ii) your gross misconduct or gross negligence in the performance of your duties or obligations hereunder, (iii) the Board’s good faith determination that you have failed or refused to (A) follow policies or the lawful directives established by the Board or (B) perform your duties or obligations hereunder (other than any such failure or refusal resulting from your physical or mental incapacity), in each case after a written notice of such failure or refusal and your inability to cure such failure or refusal to the reasonable satisfaction of the Board following a thirty (30) day opportunity to cure, (iv) your conviction or indictment for, or entry of a pleading of guilty or no contest to, a felony or any crime involving moral turpitude or (v) your material breach of any material agreement with the Company or its affiliates, including this offer letter or your Employee Proprietary Information and Inventions Assignment Agreement.

**“Change in Control”** means: (i) a merger or consolidation of the Company with or into any other corporation or other entity or person, (ii) a sale, lease, exchange or other transfer in one transaction or a series of related transactions of all or substantially all of the Company’s assets, or (iii) any other transaction, including the sale by the Company of new shares of its capital stock or a transfer of existing shares of capital stock of the Company, the result of which is that a third party that is not an affiliate of the Company or its stockholders ( or a group of third parties not affiliated with the Company or its stockholders) immediately prior to such transaction acquires or holds capital stock of the Company representing a majority of the Company’s outstanding voting power immediately following such transaction; provided that the following events shall not constitute a “Change in Control”: (A) a transaction ( other than a sale of all or substantially all of the Company’s assets) in which the holders of the voting securities of the Company immediately prior to the merger or consolidation hold, directly or indirectly, at least a majority of the voting securities in the successor corporation or its parent immediately after the merger or consolidation; (B) a sale, lease, exchange or other transaction in one transaction or a series of related transactions of all or substantially all of the Company’s assets to an affiliate of the Company; (C) an initial public offering of any of the Company’s securities or any other transaction or series of related transactions principally for bona fide equity financing purposes; (D) a reincorporation of the Company solely to change its jurisdiction; or (E) a transaction undertaken for the primary purpose of creating a holding company that will be owned in substantially the same proportion by the persons who held the Company’s securities immediately before such transaction.

Your resignation for **“Good Reason”** means your resignation within ninety (90) days after any of the following events, unless you consent in writing to the applicable event: (i) a material reduction in your annual base salary, other than a reduction that is implemented in connection with a contemporaneous and proportionate reduction in annual base salaries affecting other senior executives of the Company, (ii) a material diminution of your titles or duties, other than in connection with a corporate transaction where you continue to hold your position (as determined immediately prior to the corporate transaction) with respect to the Company’s business, substantially as such business exists prior to the date of consummation of such corporate transaction, but do not hold such position with respect to the successor corporation, or (iii) the relocation by the Company of your primary place of employment to a location more than thirty (30) miles from the Boston, Massachusetts metropolitan area. Notwithstanding the foregoing,

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no Good Reason will have occurred unless and until (a) you have provided the Company, within thirty (30) days of your knowledge of the occurrence of the facts and circumstances underlying the Good Reason event, written notice stating with reasonable specificity the applicable facts and circumstances underlying such finding of Good Reason; (b) you have provided the Company with an opportunity to cure the same within thirty (30) days after the receipt of such notice and (c) the Company has failed to cure the same within such thirty (30) day period.

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**EXHIBIT B**

**Employee Proprietary Information and Inventions Assignment Agreement**



Tirtha Chakraborty

Dear Tirtha,

On behalf of Vor Biopharma Inc. ("VOR" or the "Company"), we are thrilled to offer you the following:

1. You will be employed to serve on a full-time basis as a Vice President-Research commencing on September 23, 2019. As the Vice President-Research, you will be responsible for undertaking such duties and responsibilities inherent in the position or otherwise assigned by the Company. You will be reporting to the CEO, Robert Ang.
2. Your base salary will be at the annualized rate of \$285,000.00, less all applicable taxes and withholdings, to be paid in accordance with VOR's regular payroll practices (currently bi-monthly pay periods) and prorated for any partial period of service.
3. You will be eligible to receive an annual performance bonus beginning for calendar year 2019. The Company will initially target the bonus at 30% of your annual salary rate. The actual bonus percentage is discretionary and will be subject to the Company's assessment of your performance, as well as business conditions at the Company. Any bonus may be prorated to reflect a partial calendar year of your service and will be subject to approval by and adjustment at the discretion of the Company's Board of Directors and the terms of any applicable bonus plan. Annual performance bonuses, if any, are typically paid between January 1st and March 15th of the calendar year following the calendar year for which they were earned and are subject in all events to continued employment through the payment date. The Company expects to review your job performance on an annual basis and will discuss with you the criteria which the Company will use to assess your performance for bonus purposes.

4. Subject to the approval of the Board, you will be granted an option to purchase 628,952 shares of the Company's common stock, which is intended to represent approximately 0.6% of the capitalization of the Company on the date hereof, on an as-converted, fully-diluted basis. In addition, subject to the approval of the Board and your continued employment through the grant date, following the milestone closing (as defined in that certain Series A-2 Preferred Stock Purchase Agreement by and among the Company and the other parties thereto dated as of February 12, 2019, as the same may be amended and/or restated), you will be granted an additional option to purchase 331,982 shares of the Company's common stock, which, together with the initial option, is intended to represent approximately 0.6% of the capitalization of the Company, on an as-converted, fully-diluted basis, following the milestone closing. The options will be granted pursuant to the Company's 2015 Stock Incentive Plan or a successor equity plan and will be subject to the terms of the Plan and the applicable stock option agreements, which you will be required to sign. Each Option shall vest as to 25% of the shares subject to the Option on the first anniversary of the Start Date and as to the remaining 75% of the shares subject to the Option in thirty-six (36) equal installments monthly thereafter, subject to your continued service on each applicable vesting date. The exercise price per share of each Option will be equal to the fair market value per share of the Company's common stock on the date the Option is granted, as determined by the Board. Each Option shall be intended to qualify as an "incentive stock option" as defined in Section 422 of the Internal Revenue Code of 1986, as amended, to the maximum extent permitted by law.
5. You will receive a one-time sign-on bonus of \$30,000.00, which will be grossed up for taxes. This will be paid in the first payroll in January 2020. Should you decide to leave Vor Biopharma within the first year of your employment, you will be expected to repay the bonus back, in full. All payments are subject to legally required tax withholdings.
6. While you are employed by VOR, you will be entitled to participate in such employee benefit plans that may from time to time be maintained for employees of VOR, subject to their terms and conditions.
7. You will be entitled to paid vacation per calendar year in accordance with the Company's paid time off policies as in effect from time to time, to be taken at such times as may be approved in advance by VOR.
  - a. You agree to abide by the rules, regulations, instructions, personnel practices and policies of VOR and any changes therein which may be adopted from time to time.
8. All payments hereunder will be subject to any required withholding of federal, state and local taxes pursuant to any applicable law or regulation, and the Company and its affiliates shall be entitled to withhold any and all such taxes from amounts payable hereunder.

9. As a condition of employment, you will be required to execute the Employee Proprietary Information and Inventions Assignment Agreement attached hereto as Exhibit A.
10. You represent that you are not bound by any employment contract, restrictive covenant or other restriction preventing you from entering into employment with VOR or carrying out your responsibilities at VOR, or which is in any way inconsistent with any of the terms of this offer letter.
11. Your employment is conditioned on providing, and you agree to provide to VOR, within three (3) days of your date of hire, documentation proving your eligibility to work in the United States, as required by the Immigration Reform and Control Act of 1986. You may need a work visa in order to be eligible to work in the United States. If that is the case, your employment with VOR will be conditioned upon your obtaining a work visa in a timely manner as determined by VOR.
12. Your employment by VOR shall be "at will." This means that both VOR and you remain free to end the employment relationship for any reason, at any time, with or without cause or notice. This letter is not to be construed as an agreement, either express or implied, to employ you for any guaranteed period of time, and shall in no way alter VOR's policy of employment at-will. Similarly, nothing in this letter shall be construed as an agreement, either express or implied, to pay you any compensation or grant you any benefit beyond the end of your employment with VOR.
13. The terms of this letter shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts (without reference to conflict of laws principles that would result in the application of the laws of another state). Any action, suit or other legal proceeding arising under or relating to any provision of this letter shall be commenced only in a state or federal court located in Massachusetts, and you consent to the jurisdiction of such a court. This letter supersedes all prior understandings, whether written or oral, relating to the terms of your employment.
14. This offer is contingent upon satisfactory completion of our employment process, including a standard credit and criminal background check. The necessary authorization form for this process will be sent to you under separate cover, with instructions.

If you find the terms of this offer acceptable, please sign and return a copy of this letter, as well as the Employee Proprietary Information and Inventions Assignment Agreement attached hereto as Exhibit A.

I am excited to have you join the VOR team, and I very much look forward to working together to build VOR into a world-class biotechnology company.



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Sincerely,

**VOR Biopharma Inc.**

By: /s/ Andrea Armstrong  
Name: Andrea Armstrong  
Title: Interim Chief People Officer

The foregoing correctly sets forth the terms of my at-will employment with the Company. I am not relying on any representations other than those set forth above.

/s/ Tirtha Chakraborty  
Name

08/28/2019  
Date

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**EXHIBIT A**

**Employee Proprietary Information and Inventions Assignment Agreement**

[attached]

Subsidiaries of Vor Biopharma Inc.

**Name of Subsidiary**

**Jurisdiction of Incorporation**

Vor Biopharma Securities Corporation

Massachusetts

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption “Experts” and to the use of our report dated November 6, 2020, in the Registration Statement (Form S-1) and related Prospectus of Vor Biopharma Inc. dated January 15, 2021.

/s/ Ernst & Young LLP

Boston, Massachusetts  
January 15, 2021