As confidentially submitted to the Securities and Exchange Commission on June 22, 2018

Registration No. 333-

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

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

ARVINAS HOLDING COMPANY, LLC

(to be converted into Arvinas, Inc.)
(Exact name of registrant as specified in its charter)

Delaware	**2834**	**47-2566120**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

5 Science Park
395 Winchester Ave.
New Haven, Connecticut 06511
(203) 535-1456
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

John Houston, Ph.D.
Chief Executive Officer
Arvinas Holding Company, LLC
5 Science Park
395 Winchester Ave.
New Haven, Connecticut 06511
(203) 535-1456
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Steven D. Singer **Brian A. Johnson** **Wilmer Cutler Pickering Hale and Dorr LLP** **7 World Trade Center** **250 Greenwich Street** **New York, New York 10007** **Telephone: (212) 230-8800** **Fax: (212) 230-8888**	**Robert E. Puopolo** **Seo Salimi** **Goodwin Procter LLP** **100 Northern Avenue** **Boston, Massachusetts 02210** **Telephone: (617) 570-1000** **Fax: (617) 523-1231**

Approximate date of commencement of proposed sale to 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, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

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

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

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

Large accelerated filer ☐	Accelerated filer ☐	Non-accelerated filer ☒ (Do not check if a smaller reporting company)	Smaller reporting company ☐ Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided in 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)(2)**	**Amount of Registration Fee(3)**
Common stock, par value $0.001 per share	$	$

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.
(2) Includes the offering price of shares that the underwriters may purchase pursuant to an option to purchase additional shares.
(3) 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.

EXPLANATORY NOTE

Arvinas Holding Company, LLC, or Arvinas LLC, the registrant whose name appears on the cover of this registration statement, is a Delaware limited liability company. Prior to the effectiveness of this registration statement, Arvinas LLC will convert into a Delaware corporation and change its name to Arvinas, Inc. We refer to this conversion throughout the prospectus included in this registration statement as the "Conversion." As a result of the Conversion, the members of Arvinas LLC will become holders of shares of stock of Arvinas, Inc. Except as disclosed in the prospectus, the consolidated financial statements and selected historical consolidated financial data and other financial information included in this registration statement are those of Arvinas LLC and its subsidiaries and do not give effect to the Conversion. Shares of the common stock of Arvinas, Inc. are being offered by the prospectus included in this registration statement.

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The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Subject To Completion. Dated June 22, 2018

Shares

Common Stock

This is the initial offering of shares of common stock of Arvinas, Inc.

We are offering shares of our common stock.

Prior to this offering, there was no public market for our common stock. It is currently estimated that the initial public offering price per share will be between $ and $. We are applying to have our common stock listed on the Nasdaq Global Market under the symbol "ARVN."

We are an "emerging growth company" as that term is used in the Jumpstart Our Business Startups Act of 2012 and, as such, have elected to comply with certain reduced public company requirements.

See "Risk Factors" beginning on page 12 to read about factors you should consider before buying shares of our common stock.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities nor 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(1)	$	$
Proceeds, before expenses, to Arvinas, Inc.	$	$

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

To the extent that the underwriters sell more than shares of common stock, the underwriters have the option to purchase up to an additional shares from us at the initial price to the public less the underwriting discount. The underwriters expect to deliver the shares against payment in New York, New York on , 2018.

Goldman Sachs & Co. LLC **Citigroup** **Piper Jaffray**

Prospectus dated , 2018.

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Neither we nor the underwriters have authorized anyone to provide you with information other than that contained in this prospectus or in any free writing prospectus prepared by or on behalf of us or to which we have referred you. We and the underwriters take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give to you. We are offering to sell, and seeking offers to buy, shares of our 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 any sale of our common stock. Our business, financial condition, results of operations and prospects may have changed since that date.

No action is being taken in any jurisdiction outside the United States to permit a public offering of our common stock or possession or distribution of this prospectus in that jurisdiction. Persons who come into possession of this prospectus in jurisdictions outside the United States are required to inform themselves about and to observe any restrictions as to this offering and the distribution of this prospectus applicable to that jurisdiction.

PROSPECTUS SUMMARY

This summary highlights 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," "Special Note Regarding Forward-Looking Statements and Industry Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes appearing at the end of this prospectus, before making an investment decision.

Our Company Overview

We are a biopharmaceutical company dedicated to improving the lives of patients suffering from debilitating and life-threatening diseases through the discovery, development and commercialization of therapies to degrade disease-causing proteins. We use our proprietary technology platform to engineer proteolysis targeting chimeras, or PROTACs, that are designed to harness the body's own natural protein disposal system to selectively and efficiently degrade and remove disease-causing proteins. We believe that our targeted protein degradation approach is a new therapeutic modality that may provide distinct advantages over existing modalities, including traditional small molecule therapies and gene-based medicines. Our small molecule PROTAC technology has the potential to address a broad range of intracellular disease targets, including those representing the up to 80% of proteins that cannot be addressed by existing small molecule therapies, commonly referred to as undruggable targets. We are using our PROTAC platform to build an extensive pipeline of protein degradation product candidates to target diseases in a wide range of organ systems and tissues. We are preparing to advance our lead product candidates, ARV-110 and ARV-471, into Phase 1 clinical trials. We expect to initiate a Phase 1 clinical trial for ARV-110 in men with metastatic castration-resistant prostate cancer, or mCRPC, in the second half of 2018 and a Phase 1 clinical trial for ARV-471 in women with metastatic ER positive / HER2 negative breast cancer, or ER+ breast cancer, in the first half of 2019.

Human cells produce tens of thousands of different proteins, the entirety of which is referred to as the proteome. Proteins are responsible for many structural, functional and regulatory processes in cells, but when they are overexpressed or mutated a wide variety of diseases can result. When proteins become old, mutated, misfolded or simply have served their purpose, they are naturally degraded by the body through the ubiquitin proteasome system in which cells mark or tag a particular protein for disposal by attaching several molecules of the small regulatory protein ubiquitin to the protein to be disposed. A key step of this process is the transfer of ubiquitin to a specific target protein by an E3 ubiquitin ligase, or E3 ligase. Once the target protein is sufficiently ubiquitinated, the proteasome recognizes and degrades the protein.

We have engineered our PROTACs to utilize the cell's naturally occurring protein disposal system, directing the proteasome to recognize and degrade specific proteins associated with disease. Our PROTACs are small molecules with two operative ends—one, a ligand that binds to the protein targeted for degradation, and the other, a ligand that binds to an E3 ligase. These two ligands are connected by a chemical chain linker. Our PROTACs bring the targeted protein and the E3 ligase together into a three-component grouping known as a trimer complex to facilitate the transfer of ubiquitin to the target protein, triggering its degradation by the proteasome. Our PROTACs function iteratively, potentially completing this cycle hundreds of times before eventually being metabolized or eliminated from the cell.

Our Platform

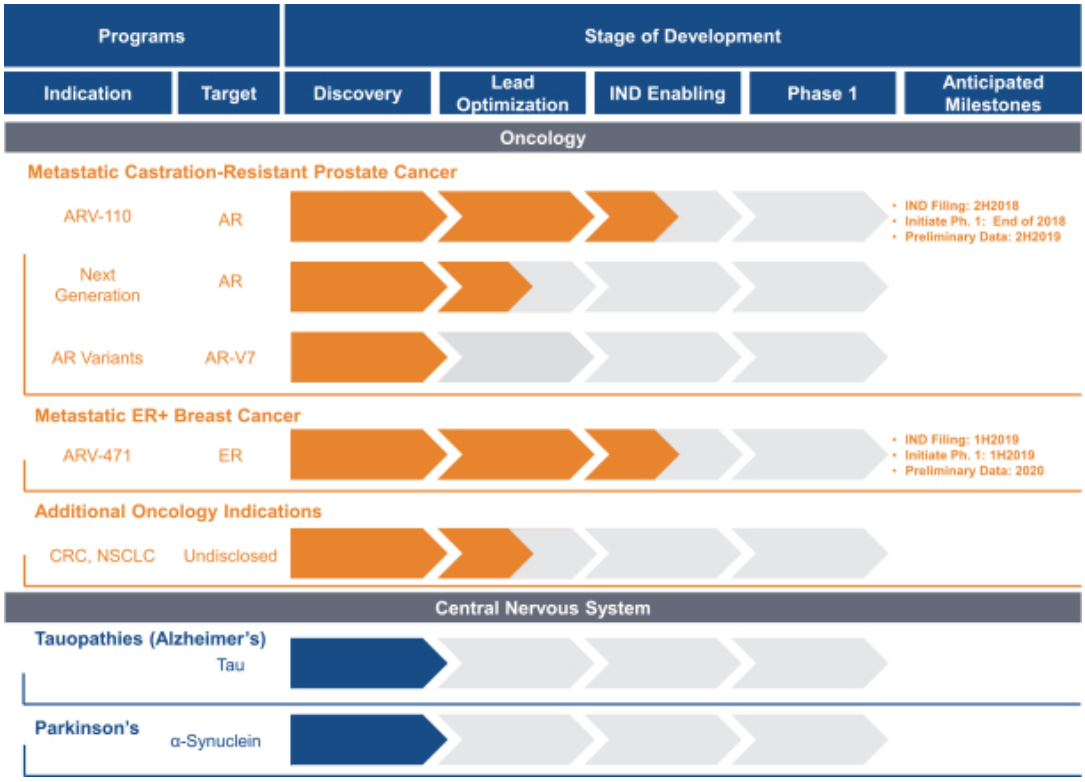
We have developed a proprietary synthetic PROTAC matrix which, combined with computational, biological and biophysical data, allows us to rapidly identify and optimize efficient protein degraders with features we believe can make for successful drugs. The modular design and holistic optimization of each PROTAC provides us with opportunities to prepare different chemical series, each with tunable properties relating to potency, selectivity and method of delivery, which can produce the efficient trimer complex necessary for degradation of the targeted protein by the proteasome. We have combined the potential of our PROTAC technology with our specialized knowledge to obtain encouraging preclinical results, including successful degradation of over 90% of the more than 30 proteins that we have targeted to date.

We undertake a rigorous evaluation process to prioritize protein targets for which we believe our PROTAC approach can achieve differentiated clinical outcomes for patients over existing modalities. Once we have identified a protein target, we design a modular matrix comprised of directed protein targeting ligands, E3 ligase ligands and chemical linkers to engineer an active PROTAC capable of degrading the selected protein.

In the design, optimization and development of our PROTACs, we focus on the following key features that we believe are critical to successfully engineering PROTAC therapeutics with potentially robust application across multiple indications and therapeutic areas: potency, selectivity, and deliverability and versatility. We have harnessed these features to successfully target and degrade a wide range of protein classes, including nuclear proteins, transcription factors, epigenetic modulators, membrane proteins, cytosolic proteins and high molecular weight neuroprotein aggregates.

Our Pipeline

Our platform has generated several promising protein degradation product candidates that may be capable of targeting diseases in a wide range of organ systems and tissues. We and our collaborators have initiated programs across multiple therapeutic areas with the goal of developing and delivering life-changing therapies to patients in need. Our lead therapeutic programs, for which we retain full worldwide development and commercialization rights, are summarized in the table below.



Our two lead product candidates are ARV-110 and ARV-471. We are developing ARV-110, a PROTAC targeting the androgen receptor protein, or AR, for the treatment of men with mCRPC. We expect to submit an investigational new drug application, or IND, to the U.S. Food and Drug Administration, or FDA, for ARV-110 in the second half of 2018, initiate a Phase 1 trial by the end of 2018 and receive preliminary clinical data in the second half of 2019. We are developing ARV-471, a PROTAC targeting the estrogen receptor protein, or ER, for the treatment of women with metastatic ER+ breast cancer. We expect to submit an IND to the FDA for ARV-471 in the first half of 2019, initiate a Phase 1 trial in the first half of 2019 and receive preliminary clinical data in 2020. In our preclinical studies, these lead product candidates have demonstrated potent and selective protein degradation. We believe these product candidates have the potential to achieve clinical superiority to conventional small molecule standard-of-care agents and address specific unmet needs, including drug resistance. We believe favorable clinical trial results in these initial oncology programs would provide validation of our platform as a new therapeutic modality for the potential treatment of diseases caused by dysregulated intracellular proteins regardless of therapeutic area.

In addition to our lead product candidates, we are expanding our pipeline by utilizing our platform to potentially address currently undruggable targets. Unlike existing small molecule inhibitor therapies, our PROTACs can degrade proteins using any available binding site, including low-affinity active binding sites or non-functional binding sites, bringing biological utility to ligands that would otherwise be ineffective. While some gene-based medicines are also seeking to address undruggable targets, our PROTACs confer the advantages of traditional small molecule therapies, such as broad tissue distribution, multiple routes of administration, including oral delivery, a well-established development pathway and relative ease of manufacturing.

We are further diversifying our pipeline by developing new PROTACs against targets for which we believe protein degradation offers advantages to existing therapeutic modalities. For example, we are pursuing targets for the treatment of neurodegenerative diseases. We have engineered PROTACs that in preclinical studies have successfully achieved blood brain barrier penetration, a key step in developing drugs with the potential to treat neurodegenerative targets.

We believe there are many other indications for which our PROTAC technology may be advantageous. In an effort to realize the full potential of our PROTAC platform, our ongoing strategic collaborations with Pfizer Inc., or Pfizer, and Genentech, Inc. and F. Hoffman-La Roche Ltd, collectively referred to as Genentech, address targets across multiple therapeutic areas. As of March 31, 2018, we have received $73.5 million from these collaborations and have the potential to receive up to an aggregate of $1.4 billion in additional milestone payments for currently designated targets plus royalties on net sales.

Our Team

We have been a leader in the field of directed protein degradation using chimeric small molecules since our founding in 2013. Our PROTAC technology platform has its origins in work performed at Yale University, or Yale, by our scientific founder and Chief Scientific Advisor, Professor Craig Crews, a leading researcher in the field of protein degradation. We have assembled a scientific team with extensive know-how and translational medicine expertise to develop PROTACs with features not previously disclosed in published third-party studies. Our management team draws on extensive experience in all phases of drug discovery and development gained at large pharmaceutical and biotechnology companies to continue to advance our product pipeline and expand the capabilities of our platform. Additionally, Professor Crews continues to provide important scientific guidance and insights to us through ongoing research, consulting and advisory arrangements. We are supported by investors that include private equity, venture capital and public healthcare investment funds. Our investors include Canaan Partners, 5AM Ventures, RA Capital, Orbimed, New Leaf Venture Partners, Nextech Invest Ltd., Deerfield Investments and Hillhouse Capital Group.

Our Strategy

Our goal is to improve the lives of patients suffering from debilitating and life-threatening diseases through the discovery, development and commercialization of therapies to degrade disease-causing proteins. We believe that our targeted protein degradation approach using our proprietary PROTAC technology is a new therapeutic modality with the potential to provide distinct advantages over existing modalities and to address a broad range of targets, including undruggable targets. The key elements of our strategy are to:

- Advance clinical development of our lead programs, which address the well-understood oncology targets AR and ER, to validate our PROTAC platform.

- Utilize our PROTAC platform to address undruggable targets.
- Apply our PROTAC platform to develop new therapeutics with distinct advantages over existing modalities, including gene-based medicines.
- Continue to expand the capabilities of our PROTAC platform and the breadth of our intellectual property portfolio.
- Selectively collaborate to realize the full potential of our platform.

Risks Associated with Our Business

Our business is subject to a number of risks of which you should be aware before making an investment decision. These risks are discussed more fully in the "Risk Factors" section of this prospectus immediately following this prospectus summary. These risks include the following:

- We have incurred significant losses since our inception. To date, we have not generated any revenue from product sales. We expect to continue to incur significant expenses and increasing operating losses for at least the next several years and may never achieve or maintain profitability. Our net loss was $4.2 million for the three months ended March 31, 2018, $24.0 million for the year ended December 31, 2017 and $14.4 million for the year ended December 31, 2016.
- We will need substantial additional funding. If we are unable to raise capital when needed or on attractive terms, we may be required to delay, limit, reduce or terminate our research, product development programs or any future commercialization efforts or grant rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves.
- Our approach to the discovery and development of product candidates based on our PROTAC technology platform is unproven, which makes it difficult to predict the time, cost of development and likelihood of successfully developing any products.
- We have a limited operating history and are very early in our development efforts. All of our product candidates are still in preclinical development.
- We cannot be certain of the timely completion or outcome of our preclinical testing and clinical trials. The results of preclinical studies may not be predictive of the results of clinical trials, and the results of any early-stage clinical trials we commence may not be predictive of the results of later-stage clinical trials. If we are unable to obtain required marketing approvals for, commercialize, manufacture, obtain and maintain patent protection for or gain market acceptance of our product candidates, or experience significant delays in doing so, our business will be materially harmed and our ability to generate revenue from product sales will be materially impaired.
- We face substantial competition, which may result in others discovering, developing or commercializing products before or more successfully than we do.
- We rely and expect to continue to rely on agreements with Yale University to supplement our internal research and development program. If Yale, or Professor Crews' laboratory, decides to discontinue or devote less resources to such research, our research efforts could be diminished.
- We rely, and expect to continue to rely, on third parties for the manufacture of our product candidates for preclinical and clinical testing, as well as for commercial manufacture if any of our product candidates receive marketing approval. This reliance on third parties may increase the risk that we will not have sufficient quantities of our product candidates or products or such quantities at an acceptable cost or quality.

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

Corporate Conversion

We were formed under the laws of the State of Delaware in February 2013 as a limited liability company under the name Arvinas, LLC. In July 2013, Arvinas, LLC converted into a Delaware corporation and changed its name to Arvinas, Inc. In December 2014, we completed a series of transactions pursuant to which Arvinas, Inc. became a direct, wholly owned subsidiary of Arvinas Holding Company, LLC, or Arvinas LLC, a Delaware limited liability company, and all outstanding equity securities of Arvinas, Inc. were exchanged for equity securities of Arvinas LLC.

Prior to the effectiveness of the registration statement of which this prospectus forms a part, we will engage in the following transactions, which we refer to collectively as the Conversion:

- we will convert from a Delaware limited liability company to a Delaware corporation by filing a certificate of conversion with the Secretary of State of the State of Delaware;
- our subsidiary, Arvinas, Inc., will change its name to Arvinas Operations, Inc.; and
- we will change our name to Arvinas, Inc.

As part of the Conversion:

- holders of series A preferred units of Arvinas LLC will receive one share of series A preferred stock of Arvinas, Inc. for each series A preferred unit held immediately prior to the Conversion;
- holders of series B preferred units of Arvinas LLC will receive one share of series B preferred stock of Arvinas, Inc. for each series B preferred unit held immediately prior to the Conversion;
- holders of series C preferred units of Arvinas LLC will receive one share of series C preferred stock of Arvinas, Inc. for each series C preferred unit held immediately prior to the Conversion;
- holders of common units of Arvinas LLC will receive one share of common stock of Arvinas, Inc. for each common unit held immediately prior to the Conversion; and
- each outstanding incentive unit in Arvinas LLC will convert into a number of shares of common stock of Arvinas, Inc. based upon a conversion price determined by our board of directors. Certain of the shares of common stock issued in respect of incentive units will continue to be subject to vesting in accordance with the vesting schedule applicable to such incentive units.

After converting to a corporation and changing our name to Arvinas, Inc., we will be governed by a certificate of incorporation to be filed with the Delaware Secretary of State and our bylaws. On the effective date of the Conversion, the members of the board of managers of Arvinas LLC will become the members of the board of directors of Arvinas, Inc. and the officers of Arvinas LLC will become the officers of Arvinas, Inc.

Following the Conversion, we will consummate the initial public offering of our common stock. Upon the closing of our initial public offering, all of the shares of preferred stock issued to our members in the Conversion will convert into shares of our common stock.

Our Corporate Information

Our executive offices are located at 5 Science Park, 395 Winchester Ave., New Haven, CT 06511 and our telephone number is (203) 535-1456. Our website address is www.arvinas.com. The information contained on, or that can be accessed through, our website is not a part of this prospectus. We have included our website address in this prospectus solely as an inactive textual reference.

In this prospectus, unless otherwise indicated or the context otherwise requires, references to "Arvinas," "we," "us," "our" and similar references refer to (1) following the date of the Conversion discussed under the heading "Corporate Conversion," Arvinas, Inc. and its consolidated subsidiaries, or any one or more of them as the context may require, and (2) prior to the date of the Conversion, Arvinas Holding Company, LLC and its subsidiaries, or any one or more of them as the context may require. Additionally, references to our "board of directors" refer to (1) following the date of the Conversion, the board of directors of Arvinas, Inc. and (2) prior to the date of the Conversion, the board of managers of Arvinas Holding Company, LLC.

The Arvinas name and logo are our trademarks. We also own the service mark for, and have a pending registered U.S. trademark application for, PROTAC®. The trademarks, trade names and service marks appearing in this prospectus are the property of their respective owners. We have omitted the ® and ™ designations, as applicable, for the trademarks named in this prospectus.

Implications of Being an Emerging Growth Company

We are an "emerging growth company" as defined in the Jumpstart Our Business Startups Act, or the JOBS Act, enacted in April 2012. As a result, we may take advantage of reduced reporting requirements that are otherwise applicable to public companies, including delaying auditor attestation of internal control over financial reporting, providing only two years of audited financial statements and related Management's Discussion and Analysis of Financial Condition and Results of Operations in this prospectus and reducing executive compensation disclosures.

We may remain an emerging growth company until the last day of the fiscal year following the fifth anniversary from the date of the first sale in this offering. However, if certain events occur prior to the end of such five-year period, including if we become a "large accelerated filer," our annual gross revenue exceeds $1.07 billion, or we issue more than $1.0 billion of non-convertible debt in any three-year period, we will cease to be an emerging growth company prior to the end of such five-year period.

We have elected to take advantage of certain of the reduced disclosure obligations in the registration statement of which this prospectus is a part and may elect to take advantage of other reduced reporting requirements in future filings. In particular, in this prospectus, we have provided only two years of audited financial statements and have not included all of the executive compensation related information that would be required if we were not an emerging growth company. As a result, the information that we provide to our stockholders may be different than what you might receive from other public reporting companies in which you hold equity interests. However, we have irrevocably elected not to avail ourselves of the extended transition period for complying with 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.

THE OFFERING

Common stock to be offered by us	shares
Common stock to be outstanding after this offering	shares
Option to purchase additional shares	We have granted the underwriters an option for a period of 30 days to purchase up to additional shares of our common stock.
Use of proceeds	We intend to use the net proceeds from this offering, together with our existing cash, cash equivalents and marketable securities, for the advancement of our AR and ER programs, for continued expansion of our platform technology, for preclinical studies for research stage programs and for working capital and other general corporate purposes. See the "Use of Proceeds" section of this prospectus for a more complete description of the intended use of proceeds from this offering.
Risk factors	You should read the "Risk Factors" section of this prospectus for a discussion of factors to consider carefully before deciding to invest in shares of our common stock.
Proposed Nasdaq Global Market symbol	"ARVN"

The number of shares of our common stock to be outstanding after this offering is based on 6,167,045 shares of our common stock outstanding as of May 31, 2018, 15,676,646 additional shares of our common stock issuable upon conversion of our outstanding incentive units in connection with the Conversion (assuming such incentive units in Arvinas LLC convert at a rate of one share of common stock for each incentive unit) and 63,908,220 additional shares of our common stock issuable upon the automatic conversion of all outstanding shares of our preferred stock upon the closing of this offering.

The number of shares of our common stock to be outstanding after this offering excludes:

- 110,116 shares of our common stock issuable upon exercise of a warrant outstanding as of May 31, 2018, at an exercise price of $0.6811 per share;
- 4,471,654 incentive units available for future issuance under our Incentive Share Plan as of May 31, 2018; and
- additional shares of our common stock that will be available for future issuance as of the closing of this offering under our 2018 stock incentive plan.

Unless otherwise indicated or the context otherwise requires, all information in this prospectus:

- assumes that the Conversion has occurred, including giving effect to the conversion of all outstanding incentive units into shares of common stock in connection with the Conversion;

- assumes no exercise by the underwriters of their option to purchase up to additional shares of common stock from us;
- gives effect to the automatic conversion of all outstanding shares of our preferred stock into an aggregate of 63,908,220 shares of our common stock upon the closing of this offering;
- assumes our outstanding warrant to purchase an aggregate of 110,116 of our series A preferred units is exchanged for a warrant to purchase an aggregate of 110,116 shares of common stock upon the closing of this offering;
- assumes no exercise of the outstanding warrant described above; and
- gives effect to the restatement of our certificate of incorporation and the amendment and restatement of our bylaws upon the closing of this offering.

SUMMARY CONSOLIDATED FINANCIAL DATA

You should read the following summary consolidated financial data together with our consolidated financial statements and the related notes appearing at the end of this prospectus and the "Selected Consolidated Financial Data" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" sections of this prospectus. We have derived the statements of operations data for the years ended December 31, 2017 and 2016 from our audited consolidated financial statements appearing at the end of this prospectus. The consolidated interim statements of operations data for the three months ended March 31, 2018 and 2017 and the consolidated balance sheet data as of March 31, 2018 have been derived from our unaudited condensed consolidated financial statements appearing at the end of this prospectus and have been prepared on the same basis as the audited consolidated financial statements. Our historical results are not necessarily indicative of results that should be expected in any future period, and our results for any interim period are not necessarily indicative of results that should be expected for any full year.

	Year Ended December 31,		Three Months Ended March 31,	
	2017	2016	2018	2017
	(in thousands, except unit/share and per unit/share data)			
Statements of Operations Data:				
Revenue	$ 7,579	$ 6,669	$ 4,109	$ 1,669
Operating expenses:				
Research and development	28,793	19,942	7,144	7,056
General and administrative	3,546	3,196	1,247	930
Total operating expenses	32,339	23,138	8,391	7,986
Loss from operations	(24,760)	(16,469)	(4,282)	(6,317)
Other income (expenses)	711	2,031	132	71
Loss before income taxes	(24,049)	(14,438)	(4,150)	(6,246)
Benefit from income taxes	—	87	—	—
Net loss	(24,049)	(14,351)	(4,150)	(6,246)
Change in redemption value of preferred units	(4,571)	1,997	(71,482)	—
Net loss attributable to common units	$ (28,620)	$ (12,354)	$ (75,632)	$ (6,246)
Net loss per common unit, basic and diluted(1)	$ (4.64)	$ (2.00)	$ (12.26)	$ (1.01)
Weighted average common units outstanding, basic and diluted	6,167,045	6,167,045	6,167,045	6,167,045
Pro forma net loss per common share, basic and diluted (unaudited)(1)	$ (0.45)		$ (0.08)	
Pro forma weighted average common shares outstanding, basic and diluted (unaudited)	53,608,199		54,157,101	

(1) See Note 13 to our financial statements as of and for the years ended December 31, 2017 and 2016 and Note 10 to our financial statements as of and for the three months ended March 31, 2018 and for the three months ended March 31, 2017, appearing at the end of this prospectus for further details on the calculation of basic and diluted net loss per unit/share attributable to common unitholders and common stockholders.

	March 31, 2018		
	Actual	Pro forma(1)	Pro forma, as adjusted(2)
		(in thousands)	
Balance Sheet Data:			
Cash and cash equivalents	$ 60,831	$ 60,831	
Marketable securities	51,866	51,866	
Working capital(3)	97,169	97,169	
Total assets	116,278	116,278	
Long-term debt-net of current portion	109	109	
Preferred units/stock	187,963	—	
Total members'/stockholders' equity (deficit)	(136,778)	51,185	

(1) The pro forma balance sheet data give effect to (i) the Conversion, (ii) the automatic conversion of all outstanding shares of our preferred stock into an aggregate of 63,908,220 shares of our common stock upon the closing of this offering and (iii) the restatement of our certificate of incorporation upon the closing of this offering.

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

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

A $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease the pro forma as adjusted amount of each of cash and cash equivalents, working capital, total assets and total stockholders' equity by approximately $ million, assuming no change in the number of shares offered by us, as set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions. An increase or decrease of 1,000,000 shares in the number of shares offered by us, as set forth on the cover page of this prospectus, would increase or decrease each of cash and cash equivalents, working capital, total assets and total stockholders' equity on a pro forma as adjusted basis by $ million, assuming no change in the assumed initial public offering price per share and after deducting estimated underwriting discounts and commissions.

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 consolidated financial statements and the related notes appearing at the end of this prospectus, before deciding to invest in our common stock. If any of the following risks actually occur, our business, prospects, operating results and financial condition could suffer materially. In such event, the trading price of our common stock could decline and you might lose all or part of your investment.

Risks Related to Our Financial Position and Need For Additional Capital

We have incurred significant losses since our inception. We expect to incur losses over at least the next several years and may never achieve or maintain profitability.

Our net loss was $4.2 million for the three months ended March 31, 2018, $24.0 million for the year ended December 31, 2017 and $14.4 million for the year ended December 31, 2016. As of March 31, 2018, we had an accumulated deficit of $138.0 million. To date, we have not generated any revenue from product sales and have financed our operations primarily through sales of our equity interests, proceeds from our collaborations, grant funding and debt financing. We are still in the early stages of development of our product candidates and expect to initiate our first clinical trial by the end of 2018. We expect to continue to incur significant expenses and increasing operating losses for at least the next several years. We anticipate that our expenses will increase substantially if and as we:

- initiate a planned Phase 1 clinical trial of our product candidate, ARV-110, in men with metastatic castration-resistant prostate cancer, or mCRPC;
- initiate a planned Phase 1 clinical trial of our product candidate, ARV-471, in women with metastatic ER positive / HER2 negative breast cancer, or ER+ breast cancer;
- apply our PROTAC platform to advance additional product candidates into preclinical and clinical development;
- expand the capabilities of our PROTAC platform;
- seek marketing approvals for any product candidates that successfully complete clinical trials;
- ultimately establish a sales, marketing and distribution infrastructure and scale up external manufacturing capabilities to commercialize any products for which we may obtain marketing approval;
- expand, maintain and protect our intellectual property portfolio;
- hire additional clinical, regulatory and scientific personnel; and
- add operational, financial and management information systems and personnel to support our research, product development and future commercialization efforts and support our operations as a public company.

Our expenses could increase beyond our expectations if we are required by the U.S. Food and Drug Administration, or FDA, the European Medicines Agency, or EMA, or other regulatory authorities to perform trials in addition to those that we currently expect, or if there are any delays in establishing appropriate manufacturing arrangements for or in completing our clinical trials or the development of any of our product candidates.

Because of the numerous risks and uncertainties associated with pharmaceutical product development, we are unable to accurately predict the timing or amount of increased expenses we will

incur or when, if ever, we will be able to achieve profitability. 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 depress the value of our company and could impair our ability to raise capital, expand our business, maintain our research and development efforts, diversify our product offerings or even continue our operations. A decline in the value of our company could also cause you to lose all or part of your investment.

We have never generated revenue from product sales and may never be profitable.

We are currently only in the preclinical testing stages for our most advanced research programs. We have not initiated clinical development of any product candidate and expect that it will be many years, if ever, before we have a product candidate ready for commercialization. We may never succeed in these activities and, even if we do, may never generate revenues that are significant enough to achieve profitability. To become and remain profitable, we must succeed in developing, obtaining marketing approval for and commercializing products that generate significant revenue. This will require us to be successful in a range of challenging activities, including completing preclinical testing and clinical trials of our product candidates, discovering additional product candidates, establishing arrangements with third parties for the manufacture of clinical supplies of our product candidates, obtaining marketing approval for our product candidates and manufacturing, marketing and selling any products for which we may obtain marketing approval.

If one or more of the product candidates that we develop is approved for commercial sale, we anticipate incurring significant costs associated with commercializing any approved product candidate. Even if we are able to generate revenues from the sale of any approved products, we may not become profitable and may need to obtain additional funding to continue operations.

We will need substantial additional funding. If we are unable to raise capital when needed, we may be required to delay, limit, reduce or terminate our research or product development programs or future commercialization efforts.

We expect our expenses to increase substantially in connection with our ongoing activities, particularly as we prepare for and initiate our planned Phase 1 clinical trials of ARV-110 and ARV-471, advance our neurodegenerative programs and continue research and development and initiate additional clinical trials of and potentially seek marketing approval for our lead programs and our other product candidates. In addition, if we obtain marketing approval for any of our product candidates, we expect to incur significant commercialization expenses related to product manufacturing, marketing, sales and distribution. Furthermore, upon the closing of this offering, we expect to incur additional costs associated with operating as a public company. Accordingly, we will need to obtain substantial additional funding in connection with our continuing operations. If we are unable to raise capital when needed or on attractive terms, we may be required to delay, limit, reduce or terminate our research, product development programs or any future commercialization efforts or grant rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves.

We had cash, cash equivalents and marketable securities of approximately $112.7 million as of March 31, 2018 and $39.2 million as of December 31, 2017. We believe that the net proceeds from this offering, together with our existing cash, cash equivalents and marketable securities, will enable us to fund our operating expenses and capital expenditure requirements through at least . We have based this estimate on assumptions that may prove to be wrong, and we could use our capital resources sooner than we currently expect. This estimate also assumes that we do not obtain any additional funding through collaborations or other strategic alliances, including under the license and option agreements that

we entered into with Pfizer, Inc., or Pfizer, and Genentech, Inc. and F. Hoffman-La Roche Ltd, collectively referred to as Genentech. Our future capital requirements will depend on many factors, including:

- the progress, costs and results of our planned Phase 1 clinical trials for ARV-110 and ARV-471 and any future clinical development of ARV-110 and ARV-471;
- the scope, progress, costs and results of preclinical and clinical development for our other product candidates and development programs;
- the number and development requirements of other product candidates that we pursue, including our neurodegenerative research programs;
- the success of our collaborations with Pfizer and Genentech;
- the costs, timing and outcome of regulatory review of our product candidates;
- the costs and timing of future commercialization activities, including product manufacturing, marketing, sales and distribution, for any of our product candidates for which we receive marketing approval;
- the revenue, if any, received from commercial sales of our product candidates for which we receive marketing approval;
- the costs and timing of preparing, filing and prosecuting patent applications, maintaining and enforcing our intellectual property rights and defending any intellectual property-related claims; and
- our ability to establish collaboration arrangements with other biotechnology or pharmaceutical companies on favorable terms, if at all, for the development or commercialization of our product candidates.

Identifying potential product candidates and 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, our product candidates, if approved, may not achieve commercial success. Our commercial revenues, if any, will be derived from sales of products that we do not expect to be commercially available for many years, if at all. Accordingly, we will need to obtain substantial additional funds to achieve our business objectives. Adequate additional funds may not be available to us on acceptable terms, or at all. In addition, we may seek additional capital due to favorable market conditions or strategic considerations, even if we believe we have sufficient funds for our current or future operating plans.

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 revenue from product sales, we expect to finance our cash needs through a combination of equity offerings, debt financings, collaborations, strategic alliances and marketing, distribution or licensing arrangements. Although we may receive potential future payments under our collaborations with Pfizer and Genentech, 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 acquisitions or capital expenditures or declaring dividends.

We have in the past entered into financing arrangements with the State of Connecticut and related entities. These include $2.5 million in forgivable loans from the State of Connecticut and a loan agreement with Connecticut Innovations, Incorporated, or CII, the strategic venture capital arm and a component unit of the State of Connecticut, in an aggregate principal amount of $750,000. We also granted CII a warrant to purchase 110,116 shares of our series A preferred units. Covenants in these financing arrangements impose certain limitations and obligations on us, including restrictions on our ability to incur additional debt, to enter into certain business combinations, and from moving our principal offices out of Connecticut. If we were to move our principal offices out of Connecticut we would be obligated to repay the full amount of our previously forgiven loans to the State of Connecticut, currently $2.5 million, plus liquidated damages of 7.50%. Additionally, CII would be entitled to obligate us to purchase all of our outstanding securities owned by CII for a specified guaranteed return pursuant to a put agreement with CII.

If we raise additional funds through collaborations, strategic alliances or marketing, distribution 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 grant licenses on terms that may not be favorable to us.

Our limited operating history may make it difficult for you to evaluate the success of our business to date and to assess our future viability.

We commenced operations in 2013, and our operations to date have been limited to organizing and staffing our company, business planning, raising capital, conducting discovery and research activities, filing patent applications, identifying potential product candidates, undertaking preclinical studies and establishing arrangements with third parties for the manufacture of initial quantities of our product candidates. All of our product candidates are still in preclinical development. We have not yet demonstrated our ability to successfully initiate or complete any 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, marketing and distribution activities necessary for successful product 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.

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

We expect our financial condition and operating results to continue to fluctuate significantly from quarter to quarter and year to year due to a variety of factors, many of which are beyond our control. Accordingly, you should not rely upon the results of any quarterly or annual periods as indications of future operating performance.

The recently passed comprehensive tax reform bill could adversely affect our business and financial condition.

On December 22, 2017, President Trump signed into law new legislation that significantly revises the Internal Revenue Code of 1986, as amended. The newly enacted federal income tax law contains, among other things, significant changes to corporate taxation, including reduction of the corporate tax rate from a top marginal rate of 35% to a flat rate of 21%, limitation of the tax deduction for net interest expense to 30% of adjusted earnings (except for certain small businesses), limitation of the deduction for net operating losses to 80% of current year taxable income and elimination of net operating loss carrybacks, in each case, for losses arising in taxable years beginning after December 31, 2017

(though any such net operating losses may be carried forward indefinitely), one-time taxation of offshore earnings at reduced rates regardless of whether they are repatriated, elimination of U.S. tax on foreign earnings (subject to certain important exceptions), immediate deductions for certain new investments instead of deductions for depreciation expense over time, and modifying or repealing many business deductions and credits. Notwithstanding the reduction in the corporate income tax rate, the overall impact of the new federal tax law is uncertain and our business and financial condition could be adversely affected. In addition, it is uncertain how various states will respond to the newly enacted federal tax law. The impact of this tax reform on holders of our common stock is also uncertain and could be adverse. We urge prospective investors in our common stock to consult with their legal and tax advisors with respect to this legislation and the potential tax consequences of investing in or holding our common stock.

We might not be able to utilize a significant portion of our net operating loss carryforwards and research and development tax credit carryforwards.

As of December 31, 2017, we had federal net operating loss carryforwards of $52.3 million, which will, if not used, expire at various dates through 2036, and federal research and development tax credit carryforward of $1.7 million, which will, if not used, expire at various dates through 2036. These net operating loss and tax credit carryforwards could expire unused and be unavailable to offset our future income tax liabilities. Under the newly enacted federal income tax law, federal net operating losses incurred in 2018 and in future years may be carried forward indefinitely, but the deductibility of such federal net operating losses is limited. It is uncertain how various states will respond to the newly enacted federal tax law.

In addition, under Section 382 of the Internal Revenue Code of 1986, as amended, 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 may be limited. We have not determined if we have experienced Section 382 ownership changes in the past and if a portion of our net operating loss and tax credit carryforwards are subject to an annual limitation under Section 382. In addition, we may experience ownership changes in the future as a result of subsequent changes in our stock ownership, including this offering, some of which may be outside of our control. If we determine that an ownership change has occurred and our ability to use our historical net operating loss and tax credit carryforwards is materially limited, it would harm our future operating results by effectively increasing our future tax obligations.

Risks Related to the Discovery and Development of Our Product Candidates

Our approach to the discovery and development of product candidates based on our PROTAC technology platform is unproven, which makes it difficult to predict the time, cost of development and likelihood of successfully developing any products.

Our PROTAC technology platform is a relatively new technology. Our future success depends on the successful development of this novel therapeutic approach. No product candidates that use a chimeric small molecule approach to protein degradation, such as our PROTACs, have been tested in humans or approved in the United States or Europe, and the data underlying the feasibility of developing chimeric small molecule-based therapeutic products is both preliminary and limited. We have not yet succeeded and may not succeed in demonstrating the efficacy and safety of any of our product candidates in clinical trials or in obtaining marketing approval thereafter. We have not yet initiated a clinical trial of any product candidate and we have not yet assessed safety of any product candidate in humans. As such, there may be adverse effects from treatment with any of our current or future product candidates that we cannot predict at this time.

As a result of these factors, it is more difficult for us to predict the time and cost of product candidate development, and we cannot predict whether the application of our PROTAC platform, or any similar or competitive protein degradation platforms, will result in the development, and marketing approval of any products. Any development problems we experience in the future related to our PROTAC platform or any of our research programs may cause significant delays or unanticipated costs or may prevent the development of a commercially viable product. Any of these factors may prevent us from completing our preclinical studies or any clinical trials that we may initiate or commercializing any product candidates we may develop on a timely or profitable basis, if at all.

We are very early in our development efforts. All of our product candidates are still in preclinical development. If we are unable to commercialize our product candidates or experience significant delays in doing so, our business will be materially harmed.

We are very early in our development efforts. All of our product candidates are still in preclinical development. Our ability to generate revenue from product sales, which we do not expect will occur for many years, if ever, will depend heavily on the successful development and eventual commercialization of one or more of our product candidates. The success of our product candidates will depend on several factors, including the following:

- successful completion of preclinical studies;
- successful initiation of clinical trials;
- successful patient enrollment in and completion of clinical trials;
- receipt and related terms of marketing approvals from applicable regulatory authorities;
- obtaining and maintaining patent and trade secret protection and regulatory exclusivity for our product candidates;
- making arrangements with third-party manufacturers, or establishing manufacturing capabilities, for both clinical and commercial supplies of our product candidates;
- establishing sales, marketing and distribution capabilities and launching commercial sales of our products, if and when approved, whether alone or in collaboration with others;
- acceptance of our products, if and when approved, by patients, the medical community and third-party payors;
- obtaining and maintaining third-party coverage and adequate reimbursement;
- maintaining a continued acceptable safety profile of the products following approval; and
- effectively competing with other therapies.

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

Drug development involves a lengthy and expensive process, with an uncertain outcome. We may incur unexpected costs or experience delays in completing, or ultimately be unable to complete, the development and commercialization of our product candidates.

All of our product candidates are in preclinical development and their risk of failure is high. We are unable to predict when or if any of our product candidates will prove effective or safe in humans or will receive marketing approval. Before obtaining marketing approval from regulatory authorities for the sale of any product candidate, we must conduct extensive clinical trials to demonstrate the safety and

efficacy of our product candidates in humans. Before we can commence clinical trials for a product candidate, we must complete extensive preclinical testing and studies that support our planned Investigational New Drug Applications, or INDs, in the United States or similar applications in other jurisdictions. We cannot be certain of the timely completion or outcome of our preclinical testing and studies and cannot predict if the FDA or similar regulatory authorities outside the United States will accept our proposed clinical programs or if the outcome of our preclinical testing and studies will ultimately support the further development of our programs.

Clinical testing is expensive, difficult to design and implement, can take many years to complete and is uncertain as to the outcome. A failure of one or more clinical trials can occur at any stage of testing. We 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 our product candidates, including:

- regulators or institutional review boards may not authorize us or our investigators to commence a clinical trial or conduct a clinical trial at a prospective trial site;
- we may experience delays in reaching, or fail to reach, agreement on acceptable clinical trial contracts or clinical trial protocols with prospective trial sites;
- clinical trials of our product candidates may produce negative or inconclusive results, and we may decide, or regulators may require us, to conduct additional clinical trials or abandon product development programs;
- the number of patients required for clinical trials of our product candidates may be larger than we anticipate, enrollment in these clinical trials may be slower than we anticipate or participants may drop out of these clinical trials 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;
- we may have to suspend or terminate clinical trials of our product candidates for various reasons, including a finding that the participants are being exposed to unacceptable health risks;
- regulators or institutional review boards may require that we or our investigators suspend or terminate clinical trials for various reasons, including noncompliance with regulatory requirements;
- our product candidates may have undesirable side effects or other unexpected characteristics, causing us or our investigators, regulators or institutional review boards to suspend or terminate the trials;
- the cost of clinical trials of our product candidates may be greater than we anticipate; and
- the supply or quality of our product candidates or other materials necessary to conduct clinical trials of our product candidates may be insufficient or inadequate.

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

- be delayed in obtaining marketing approval for our product candidates;
- not obtain marketing approval at all;
- obtain approval for indications or patient populations that are not as broad as intended or desired;

- obtain approval with labeling that includes significant use or distribution restrictions or safety warnings;
- be subject to additional post-marketing testing requirements; or
- have the product removed from the market after obtaining marketing approval.

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

Further, cancer therapies are sometimes characterized as first-line, second-line, or third-line, and the FDA often approves new therapies initially only for third-line use. When cancer is detected early enough, first-line therapy, usually hormone therapy, surgery, radiation therapy or a combination of these, is sometimes adequate to cure the cancer or prolong life without a cure. Second- and third-line therapies are administered to patients when prior therapy is not effective. Our planned clinical trials for ARV-110 and ARV-471 will be with patients who have received one or more prior treatments. Subsequently, for those products that prove to be sufficiently beneficial, if any, we would expect to seek approval potentially as a first-line therapy, but any product candidates we develop, even if approved, may not be approved for first-line therapy, and, prior to any such approvals, we may have to conduct additional clinical trials.

If serious adverse events, undesirable side effects, or unexpected characteristics are identified during the development of any product candidates we may develop, we may need to abandon or limit our further clinical development of those product candidates.

We have not evaluated any product candidates in human clinical trials. Moreover, we are not aware of any clinical trials involving chimeric small molecules, such as our PROTACs. It is impossible to predict when or if any product candidates we may develop will prove safe in humans. There can be no assurance that our PROTAC technology will not cause undesirable side effects.

A potential risk in any protein degradation product is that healthy proteins or proteins not targeted for degradation will be degraded or that the degradation of the targeted protein in itself could cause adverse events, undesirable side effects, or unexpected characteristics. It is possible that healthy proteins or proteins not targeted for degradation could be degraded using our PROTAC technology in any of our planned or future clinical studies. There is also the potential risk of delayed adverse events following treatment using our PROTAC technology.

If any product candidates we develop are associated with serious adverse events, or undesirable side effects, or have characteristics that are unexpected, we may need to abandon their development or limit development to certain uses or subpopulations in which the 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 for treating cancer or other diseases have later been found to cause side effects that prevented further clinical development of the product candidates or limited their competitiveness in the market.

The results of early-stage clinical trials and preclinical studies may not be predictive of future results. Initial success in clinical trials may not be indicative of results obtained when these trials are completed or in later stage trials.

The results of preclinical studies may not be predictive of the results of clinical trials, and the results of any early-stage clinical trials we commence may not be predictive of the results of the later-stage clinical trials. In addition, initial success in clinical trials may not be indicative of results obtained when such trials are completed. In particular, the small number of patients in our planned early clinical trials may make the results of these trials less predictive of the outcome of later clinical trials. For example, even if successful, the results of the dose escalation monotherapy portion of our planned Phase 1 clinical trials of ARV-110 and ARV-471 may not be predictive of the results of further clinical trials of these product candidates or any of our other product candidates. 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 products. Our current or future clinical trials may not ultimately be successful or support further clinical development of any of our product candidates. There is a high failure rate for product candidates proceeding through clinical trials. A number of companies in the pharmaceutical and biotechnology industries have suffered significant setbacks in clinical development even after achieving encouraging results in earlier studies. Any such setbacks in our clinical development could materially harm our business and results of operations.

Interim top-line and preliminary data from our clinical trials that we 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 data from our clinical trials. Interim data 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 data also remain subject to audit and verification procedures that may result in the final data being materially different from the preliminary data we previously published. As a result, interim and preliminary data should be viewed with caution until the final data are available. Adverse differences between preliminary or interim data and final data could significantly harm our reputation and business prospects.

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

We may not be able to initiate or continue clinical trials for our product candidates if we are unable to locate and enroll a sufficient number of eligible patients to participate in these trials as required by the FDA or similar regulatory authorities outside of the United States. In particular, we are preparing to advance ARV-110 into a Phase 1 clinical trial for men with mCRPC and ARV-471 into a Phase 1 clinical trial for women with metastatic ER+ breast cancer. We cannot predict how difficult it will be to enroll patients for trials in these indications. Therefore, our ability to identify and enroll eligible patients for ARV-110 and ARV-471 clinical trials may be limited or may result in slower enrollment than we anticipate. In addition, some of our competitors have ongoing clinical trials for product candidates that treat the same indications as our product candidates, and patients who would otherwise be eligible for our clinical trials may instead enroll in clinical trials of our competitors' product candidates. Patient enrollment is affected by other factors including:

- the severity of the disease under investigation;
- the eligibility criteria for the trial in question;
- the perceived risks and benefits of the product candidates under study;

- the efforts to facilitate timely enrollment in clinical trials;
- the patient referral practices of physicians;
- the burden on patients due to inconvenient procedures;
- the ability to monitor patients adequately during and after treatment; and
- the proximity and availability of clinical trial sites for prospective patients.

Our inability to enroll a sufficient number of patients for our clinical trials would result in significant delays and could require us to abandon one or more clinical trials altogether. Enrollment delays in our clinical trials may result in increased development costs for our product candidates, which would cause the value of our company to decline and limit our ability to obtain additional financing.

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 research programs and product candidates that we identify for specific indications. As a result, we may forego or delay pursuit of opportunities with other product candidates or for other indications that later prove to have greater commercial potential. 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 research and development programs and product candidates 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.

We may develop ARV-471 in combination with other drugs. If the FDA or similar regulatory authorities outside of the United States do not approve these other drugs, revoke their approval of such drugs, or if safety, efficacy, manufacturing or supply issues arise with the drugs we choose to evaluate in combination with ARV-471, we may be unable to obtain approval of ARV-471 or market ARV-471.

We intend to conduct a Phase 1b clinical trial with ARV-471 for the treatment of women with metastatic ER+ breast cancer for use in combination with a CDK 4/6 inhibitor, such as palbociclib, once a recommended dose is identified from the dose escalation portion of the ARV-471 Phase 1 clinical trial. We did not develop or obtain marketing approval for, nor do we manufacture or sell, any of the currently approved drugs that we may study in combination with ARV-471. If the FDA or similar regulatory authorities outside of the United States revoke their approval of the drug or drugs in combination with which we determine to develop ARV-471, we will not be able to market ARV-471 in combination with such revoked drugs.

If safety or efficacy issues arise with any of these drugs, we could experience significant regulatory delays, and the FDA or similar regulatory authorities outside of the United States may require us to redesign or terminate the applicable clinical trials. If the drugs we use are replaced as the standard of care for the indications we choose for ARV-471, the FDA or similar regulatory authorities outside of the United States may require us to conduct additional clinical trials. In addition, if manufacturing or other issues result in a shortage of supply of the drugs with which we determine to combine with ARV-471, we may not be able to complete clinical development of ARV-471 on our current timeline or at all.

Even if ARV-471 were to receive marketing approval or be commercialized for use in combination with other existing drugs, we would continue to be subject to the risks that the FDA or similar regulatory authorities outside of the United States could revoke approval of the drug used in combination with ARV-471 or that safety, efficacy, manufacturing or supply issues could arise with these existing drugs. Combination therapies are commonly used for the treatment of cancer, and we would be subject to similar risks if we develop any of our other product candidates for use in combination with other drugs or for indications other than cancer. This could result in our own products being removed from the market or being less successful commercially.

We may not be successful in our efforts to identify or discover additional potential product candidates.

A key element of our strategy is to apply our PROTAC platform to address a broad array of targets and new therapeutic areas. The therapeutic discovery activities that we are conducting may not be successful in identifying product candidates that are useful in treating cancer or other diseases. Our research programs may initially show promise in identifying potential product candidates, yet fail to yield product candidates for clinical development for a number of reasons, including:

- potential product candidates may, on further study, be shown to have harmful side effects or other characteristics that indicate that they are unlikely to be drugs that will receive marketing approval or achieve market acceptance; or
- potential product candidates may not be effective in treating their targeted diseases.

Research programs to identify new product candidates require substantial technical, financial and human resources. We may choose to focus our efforts and resources on a potential product candidate that ultimately proves to be unsuccessful. If we are unable to identify suitable product candidates for preclinical and clinical development, we will not be able to obtain revenues from sale of products in future periods, which likely would result in significant harm to our financial position and adversely impact our stock price.

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

The biotechnology and pharmaceutical industries are characterized by rapidly advancing technologies, intense competition and a strong emphasis on proprietary products. We face and will continue to face competition from third parties that use protein degradation, antibody therapy, inhibitory nucleic acid, gene editing or gene therapy development platforms and from companies focused on more traditional therapeutic modalities, such as small molecule inhibitors. The competition is likely to come from multiple sources, including major pharmaceutical, specialty pharmaceutical and biotechnology companies, academic institutions, government agencies and public and private research institutions.

We are aware of several biotechnology companies focused on developing chimeric small molecules for protein degradation including C4 Therapeutics, Inc., Cullgen Inc. and Kymera Therapeutics, Inc., all of which are currently in preclinical development. Further, several large pharmaceutical companies have disclosed preclinical investments in this field, including Amgen Inc., AstraZeneca plc, GlaxoSmithKline plc, Genentech and Novartis International AG.

Many of our current or potential competitors, either alone or with their collaboration partners, 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. 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. Mergers and acquisitions in the pharmaceutical and biotechnology 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 products that are safer, more effective, have fewer or less severe side effects, are more convenient or are less expensive than any products that we may develop. Our competitors also may obtain FDA or other regulatory approval for their products more rapidly than we may obtain approval for ours, which could result in our competitors establishing a strong market position before we are able to enter the market. In addition, our ability to compete may be affected in many cases by insurers or other third-party payors seeking to encourage the use of generic products. There are generic products currently on the market for certain of the indications that we are pursuing, and additional products are expected to become available on a generic basis over the coming years. If our product candidates are approved, we expect that they will be priced at a significant premium over competitive generic products.

Risks Related to Dependence on Third Parties

We expect to depend on collaborations with third parties for the research, development, and commercialization of certain of the 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 anticipate seeking third-party collaborators for the research, development, and commercialization of some of our PROTAC programs. For example, in September 2015 we entered into a collaboration with Genentech, which we amended and restated in November 2017, and in December 2017 we entered into a collaboration with Pfizer. Our likely collaborators for any other collaboration arrangements include large and mid-size pharmaceutical companies and biotechnology companies. Any such arrangements with third parties will likely limit our control over the amount and timing of resources that our collaborators dedicate to the development or commercialization of any product candidates we may seek to develop with them. Our ability to 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 research programs or any product candidates we may develop, including our collaborations with Genentech and Pfizer, pose the following risks to us:

- Collaborators have significant discretion in determining the efforts and resources that they will apply to these collaborations. For example, our collaboration with Genentech is managed by a joint research committee and joint project team, which is composed of representatives from us and Genentech, with Genentech having final decision-making authority. Similarly, our collaboration with Pfizer is managed by a joint research committee composed of an equal number of representatives from us and Pfizer, with Pfizer having final decision-making authority.
- Collaborators may not pursue development and commercialization of any product candidates we may develop 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 or business combination that diverts resources or creates competing priorities.

- Genentech and Pfizer have broad rights to select any target for protein degradation development, so long as not excluded by us under the terms of each collaboration and may select targets we are considering but have not taken sufficient action to exclude under the collaboration.
- 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 products or 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 product or 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 that could jeopardize or invalidate our proprietary information or expose us to potential litigation. For example, Pfizer and Genentech have the first right to enforce or defend certain intellectual property rights under the applicable collaboration arrangement with respect to particular licensed programs, and although we may have the right to assume the enforcement and defense of such intellectual property rights if the collaborator does not, our ability to do so may be compromised by their actions.
- 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. For example, each of Genentech and Pfizer can terminate its agreement with us in its entirety or with respect to a specific target for convenience upon 60 days' notice or in connection with a material breach of the agreement by us that remains uncured for a specified period of time. In 2015, we entered into a collaboration agreement with Merck Sharp & Dohme Corp., or Merck, that expired in April 2018 with Merck not electing to continue research in any targets.
- 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 products, 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, marketing approval, and commercialization described in this prospectus apply to the activities of our collaborators.

We may in the future decide to collaborate with pharmaceutical and biotechnology companies for the development and potential commercialization of any product candidates we may develop. 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 any product candidates we or our collaborators 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.

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

To realize the full potential of our PROTAC platform and accelerate the development of additional PROTAC programs, we plan to continue to selectively pursue collaborations with leading biopharmaceutical companies with particular experience, including development and commercial expertise and capabilities. We face significant competition in attracting appropriate collaborators to advance the development of any product candidates for which we may seek a collaboration. Whether we reach a definitive agreement for a collaboration will depend, among other things, upon our assessment of the collaborator's resources and expertise, the terms and conditions of the proposed collaboration and the proposed collaborator's evaluation of a number of factors. Those factors may include the design or results of clinical trials, the likelihood of approval by the FDA or other regulatory authorities, 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, the terms of any existing collaboration agreements, and industry and market conditions generally. The collaborator may also have the opportunity to collaborate on other product candidates or technologies for similar indications and will have to evaluate whether such a collaboration could be more attractive than one with us.

Collaborations are complex and time-consuming to negotiate, document and execute. In addition, consolidation among large pharmaceutical companies has reduced the number of potential future collaborators. Any collaboration we enter into may limit our ability to enter into future agreements on particular terms or covering similar target indications with other potential 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 fund development or commercialization activities on our own, we may need to obtain additional capital, which may not be available to us on acceptable terms or at all. If we do not have sufficient funds, we may not be able to further develop our product candidates or bring them to market and generate revenue from product sales, which could have an adverse effect on our business, prospects, financial condition and results of operations.

We rely and expect to continue to rely on agreements with Yale University to supplement our internal research and development program. If Yale decides to discontinue or devote less resources to such research, our research efforts could be diminished.

Our set of arrangements with Yale University, or Yale, provide us with access to certain of Yale's intellectual property and to Professor Crews' laboratory in a manner that we believe closely aligns our scientific interests with those of Yale. We are a party to both a license agreement and a sponsored research agreement with Yale. While Yale has contractual obligations to us, it is an independent entity and is not under our control or the control of our officers or directors. The license agreement is structured to provide Yale with license maintenance fees, development and regulatory milestone payments, royalties on net sales of products, and a portion of sublicense income that we receive. Upon the scheduled expiration of the Yale research agreement in April 2021, the research agreement may not be renewed, or any renewal could be on terms less favorable to us than those contained in the existing agreement. Furthermore, either we or Yale may terminate the research agreement for convenience following a specified notice period. If Yale decides to not renew or to terminate the Yale research agreement or decides to devote fewer resources to such activities, our research efforts would be diminished, while our royalty obligations to Yale would continue unmodified, which could have a material adverse effect on our business and financial condition.

Our license agreement with Yale also provides that so long as Professor Crews serves as a member of our board of directors or scientific advisory board or has a similar advisory arrangement, has a consulting arrangement with us, or his laboratory is performing sponsored research for us, and so long as he is an employee or faculty member (including emeritus faculty member) at Yale, any future invention by Professor Crews' laboratory in the license agreement's field is included in the licensed intellectual property. If Professor Crews were to leave Yale or no longer be meaningfully involved with us, we would no longer have access to future inventions in the license agreement's field from Yale.

Additionally, the license granted under the license agreement terminates after a specified period following a qualifying change of control, unless we elect or our successor or assignee elects to continue the agreement. If the license is terminated after such a change of control, royalty payments would continue to be paid on certain licensed products.

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.

We expect to rely on third-party clinical research organizations, or CROs, to conduct our planned Phase 1 clinical trial programs for ARV-110 and ARV-471 and any other clinical trials and currently do not plan to independently conduct any clinical trials of ARV-110 and ARV-471 or of our other product candidates. Agreements with these third parties might terminate for a variety of reasons, including a failure to perform by the third parties. If we need to enter into alternative arrangements, that would delay our product development activities.

Our reliance on these third parties for research and development 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 in the applicable IND. Moreover, the FDA requires compliance with standards, commonly referred to as good clinical practices, or GCPs, 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.

Furthermore, these third parties may have relationships with other entities, some of which may be our competitors. If these third parties do not successfully carry out their contractual duties, meet

expected deadlines or conduct our clinical trials in accordance with regulatory requirements or our stated protocols, we will not be able to obtain, or may be delayed in obtaining, marketing approvals for our product candidates and will not be able to, or may be delayed in our efforts to, successfully commercialize our product candidates.

We rely on third-party contract manufacturing organizations for the manufacture of both drug substance and finished drug product for our product candidates for preclinical testing and clinical trials and expect to continue to do so for commercialization. This reliance on third parties may increase the risk that we will not have sufficient quantities of our product candidates or products or such quantities at an acceptable cost or quality, which could delay, prevent or impair our development or commercialization efforts.

We do not own or operate, and currently have no plans to establish, any manufacturing facilities. We rely on and expect to continue to rely on third-party contract manufacturing organizations, or CMOs, for both drug substance and finished drug product. This reliance on third parties may increase the risk that we will not have sufficient quantities of our product candidates or products or such quantities at an acceptable cost or quality, which could delay, prevent or impair our development or commercialization efforts.

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

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

We have only limited technology transfer agreements in place with respect to our product candidates, and these arrangements do not extend to commercial supply. We acquire many key materials on a purchase order basis. As a result, we do not have long term committed arrangements with respect to our product candidates and other materials. If we receive marketing approval for any of our product candidates, we will need to establish an agreement for commercial manufacture with a third party.

Third-party manufacturers may not be able to comply with current good manufacturing practices, or cGMP, regulations or similar regulatory requirements outside of the United States. Our failure, or the failure of our third-party manufacturers, to comply with applicable regulations could result in sanctions being imposed on us, including clinical holds, fines, injunctions, civil penalties, delays, suspension or withdrawal of approvals, license revocation, seizures or recalls of product candidates or products, operating restrictions and criminal prosecutions, any of which could significantly and adversely affect supplies of our products.

Our product candidates and any products that we may develop may compete with other product candidates and products for access to manufacturing facilities. As a result, we may not obtain access to these facilities on a priority basis or at all. There are a limited number of manufacturers that operate under cGMP regulations and that might be capable of manufacturing for us.

Any performance failure on the part of our existing or future manufacturers could delay clinical development or marketing approval. We do not currently have arrangements in place for redundant

supply or a second source for bulk drug substance. If our current contract manufacturers cannot perform as agreed, we may be required to replace such manufacturers. Although we believe that there are several potential alternative manufacturers who could manufacture our product candidates, we may incur added costs and delays in identifying and qualifying any such replacement manufacturer or be able to reach agreement with any alternative manufacturer.

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

Risks Related to the Commercialization of Our Product Candidates

Even if any of our product candidates receives marketing approval, it may fail to achieve the degree of market acceptance by physicians, patients, third-party payors and others in the medical community necessary for commercial success.

If any of our product candidates receives marketing approval, it may nonetheless fail to gain sufficient market acceptance by physicians, patients, third-party payors and others in the medical community. For example, current cancer treatments, such as chemotherapy and radiation therapy, are well established in the medical community, and doctors may continue to rely on these treatments. If our product candidates do not achieve an adequate level of acceptance, we may not generate significant revenue from product sales and we may not become profitable. The degree of market acceptance of our product candidates, if approved for commercial sale, will depend on a number of factors, including:

- the efficacy and potential advantages compared to alternative treatments;
- the prevalence and severity of any side effects, in particular compared to alternative treatments;
- our ability to offer our products for sale at competitive prices;
- the convenience and ease of administration compared to alternative treatments;
- the willingness of the target patient population to try new therapies and of physicians to prescribe these therapies;
- the strength of marketing, sales and distribution support;
- the availability of third-party coverage and adequate reimbursement;
- the timing of any marketing approval in relation to other product approvals;
- support from patient advocacy groups; and
- any restrictions on the use of our products together with other medications.

If we are unable to establish sales and marketing capabilities, we may not be successful in commercializing our product candidates if and when they are approved.

We do not have a sales or marketing infrastructure and have no experience in the sale, marketing or distribution of biopharmaceutical products. To achieve commercial success for any product for which we obtain marketing approval, we will need to establish sales, marketing and distribution capabilities, either ourselves or through collaboration or other arrangements with third parties.

We currently expect that we would build our own focused, specialized sales and marketing organization to support the commercialization in the United States of product candidates for which we receive marketing approval and that can be commercialized with such capabilities. There are risks

involved with establishing our own sales and marketing capabilities. For example, recruiting and training a sales force 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 capabilities is delayed or does not occur for any reason, we would have prematurely or unnecessarily incurred these commercialization expenses. These efforts may be costly, and our investment would be lost if we cannot retain or reposition our sales and marketing personnel.

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

- our inability to recruit, train and retain adequate numbers of effective sales and marketing personnel;
- the inability of sales personnel to obtain access to physicians or persuade adequate numbers of physicians to prescribe any future products;
- 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 sales and marketing organization.

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

Even if we are able to commercialize any product candidates, the products may become subject to unfavorable pricing regulations, third-party reimbursement practices or healthcare reform initiatives, which would harm our business.

The regulations that govern marketing approvals, pricing, coverage and reimbursement for new drug products vary widely from country to country. Current and future legislation may significantly change the approval requirements in ways that could involve additional costs and cause delays in obtaining approvals. Some countries require approval of the sale price of a drug before it can be marketed. In many countries, the pricing review period begins after marketing or product licensing approval is granted. To obtain reimbursement or pricing approval in some countries, we may be required to conduct a clinical trial that compares the cost-effectiveness of our product candidate to other available therapies. In some foreign markets, prescription pharmaceutical pricing remains subject to continuing governmental control even after initial approval is granted. As a result, we might obtain marketing approval for a product candidate in a particular country, but then be subject to price regulations that delay our commercial launch of the product, possibly for lengthy time periods, and negatively impact the revenues, if any, we are able to generate from the sale of the product in that country. Adverse pricing limitations may hinder our ability to recoup our investment in one or more product candidates, even if our product candidates obtain marketing approval.

Our ability to commercialize any product candidates successfully also will depend in part on the extent to which coverage and adequate reimbursement for these products and related treatments will be available from government healthcare programs, private health insurers and other organizations. Government authorities and third-party payors, such as private health insurers and health maintenance

organizations, decide which medications they will pay for and establish reimbursement levels. A primary trend in the U.S. healthcare industry and elsewhere is cost containment. Government authorities and third-party payors have attempted to control costs by limiting coverage and the amount of reimbursement for particular medications. Increasingly, government authorities and third-party payors are requiring that drug companies provide them with predetermined discounts from list prices and are challenging the prices charged for medical products. Coverage and reimbursement may not be available for any product that we commercialize and, even if these are available, the level of reimbursement may not be satisfactory. Reimbursement may affect the demand for, or the price of, any product candidate for which we obtain marketing approval. Obtaining and maintaining adequate reimbursement for our products may be difficult. We may be required to conduct expensive pharmacoeconomic studies to justify coverage and reimbursement or the level of reimbursement relative to other therapies. If coverage and adequate reimbursement are not available or reimbursement is available only to limited levels, we may not be able to successfully commercialize any product candidate for which we obtain marketing approval.

There may be significant delays in obtaining coverage and reimbursement for newly approved drugs, and coverage may be more limited than the purposes for which the drug is approved by the FDA or similar regulatory authorities outside of the United States. Moreover, eligibility for coverage and reimbursement does not imply that a drug will be paid for in all cases or at a rate that covers our costs, including research, development, intellectual property, manufacture, sale and distribution expenses. Interim reimbursement levels for new drugs, if applicable, may also not be sufficient to cover our costs and may not be made permanent. Reimbursement rates may vary according to the use of the drug and the clinical setting in which it is used, may be based on reimbursement levels already set for lower cost drugs and may be incorporated into existing payments for other services. Net prices for drugs may be reduced by mandatory discounts or rebates required by government healthcare programs or private payors and by any future relaxation of laws that presently restrict imports of drugs from countries where they may be sold at lower prices than in the United States. Third-party payors often rely upon Medicare coverage policy and payment limitations in setting their own reimbursement policies. Our inability to promptly obtain coverage and adequate reimbursement rates from both government-funded and private payors for any approved products that we 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.

Product liability lawsuits against us could cause us to incur substantial liabilities and to limit commercialization of any products that we may develop.

We face an inherent risk of product liability exposure related to the testing of our product candidates in human clinical trials and will face an even greater risk if we commercially sell any products that we may develop. If we cannot successfully defend ourselves against claims that our product candidates or products caused injuries, we will incur substantial liabilities. Regardless of merit or eventual outcome, liability claims may result in:

- decreased demand for any product candidates or products that we may develop;
- termination of clinical trials;
- withdrawal of marketing approval, recall, restriction on the approval or a “black box” warning or contraindication for an approved drug;
- withdrawal of clinical trial participants;
- significant costs to defend the related litigation;
- substantial monetary awards to trial participants or patients;
- loss of revenue;

- injury to our reputation and significant negative media attention;
- reduced resources of our management to pursue our business strategy; and
- the inability to commercialize any products that we may develop.

As a preclinical company, we do not currently hold product liability insurance coverage. We will need to purchase product liability insurance coverage as we initiate our clinical trials, as we expand our clinical trials, and if we commence commercialization of our product candidates. 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.

Risks Related to Our Intellectual Property

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

Our commercial success depends in part on our ability to obtain and maintain patent and other proprietary protection in the United States and other countries with respect to our proprietary technology and products. We seek to protect our proprietary position by filing patent applications in the United States and abroad related to our novel technologies and product candidates. Any disclosure to or misappropriation by third parties of our confidential proprietary information could enable competitors to quickly duplicate or surpass our technological achievements, thus eroding our competitive position in our market. Moreover, the patent applications we own, co-own or license may fail to result in issued patents in the United States or in other foreign countries.

The patent prosecution process is expensive and time-consuming, and we may not be able to file and prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner. It is also possible that we will fail to identify patentable aspects of our research and development output before it is too late to obtain patent protection. Moreover, in some circumstances, we do not have the right to control the preparation, filing and prosecution of patent applications, or to maintain the patents, covering technology that we license from third parties. Therefore, these patents and applications may not be prosecuted and enforced in a manner consistent with the best interests of our business.

The patent position of biotechnology and pharmaceutical companies generally is highly uncertain, involves complex legal and factual questions and has in recent years been the subject of much litigation. In addition, the laws of foreign countries may not protect our rights to the same extent as the laws of the United States. For example, European patent law restricts the patentability of methods of treatment of the human body more than United States law does. Publications of discoveries in the scientific literature often lag behind the actual discoveries, and patent applications in the United States and other jurisdictions are typically not published until 18 months after filing, or in some cases not at all. Therefore, we cannot know with certainty whether we were the first to make the inventions claimed in our owned, co-owned or licensed patents or pending patent applications, or that we were the first inventors to file for patent protection of such inventions. As a result, the issuance, scope, validity, enforceability and commercial value of our patent rights are highly uncertain. Our pending and future patent applications may not result in patents being issued which protect our technology or products, in whole or in part, or which effectively prevent others from commercializing competitive technologies and products. 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.

Moreover, we may be subject to a third-party preissuance submission of prior art to the USPTO or in addition to interference proceedings, may become involved in opposition, derivation, reexamination, *inter partes* review, post-grant review or other post-grant proceedings challenging our or our licensors' patent rights or the patent rights of others. An adverse determination in any such submission, proceeding or litigation could reduce the scope of, or invalidate, our patent rights, allow third parties to commercialize our technology or products and compete directly with us, without payment to us, or result in our inability to manufacture or commercialize products without infringing third-party patent rights. In addition, if the breadth or strength of protection provided by our patents and patent applications is threatened, it could dissuade companies from collaborating with us to license, develop or commercialize current or future product candidates.

Our owned, co-owned and licensed patent estate consists principally of patent applications, many of which are at an early stage of prosecution. Even if our owned, co-owned and licensed patent applications issue as patents, they may not issue in a form that will 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 owned, co-owned or licensed patents by developing similar or alternative technologies or products in a non-infringing manner.

The issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, and our owned, co-owned and licensed patents may be challenged in the courts or patent offices in the United States and abroad. Such challenges may result in loss of exclusivity or freedom to operate or in patent claims being narrowed, invalidated or held unenforceable, in whole or in part, which could limit our ability to stop others from using or commercializing similar or identical technology and products, or limit the duration of the patent protection of our technology and products. Given the amount of time required for the development, testing and regulatory review of new product candidates, patents protecting such candidates might expire before or shortly after such candidates are commercialized. As a result, our owned, co-owned and licensed patent portfolio may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours.

Changes in patent laws or patent jurisprudence could diminish the value of our patents our patents in general, thereby impairing our ability to protect our product candidates.

Patent reform legislation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents. On September 16, 2011, the Leahy-Smith America Invents Act, or the Leahy-Smith Act, was signed into law. The Leahy-Smith Act includes a number of significant changes to United States patent law. These changes include provisions that affect the way patent applications are prosecuted and may also affect patent litigation. The USPTO developed new regulations and procedures to govern administration of the Leahy-Smith Act, and many of the substantive changes to patent law associated with the Leahy-Smith Act, and in particular, the first-inventor-to-file provisions, became effective on March 16, 2013. Accordingly, it is not clear what, if any, impact the Leahy-Smith Act will have on the operation of our business. However, the Leahy-Smith Act and its implementation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents, all of which could have a material adverse effect on our business and financial condition. Furthermore, for applications in which all claims are entitled to a priority date before March 16, 2013, an interference proceeding can be provoked by a third party or instituted by the USPTO to determine who was the first to invent any of the subject matter covered by the patent claims of our applications.

Additionally, the U.S. Supreme Court has ruled on several patent cases in recent years limiting where a patentee may file a patent infringement suit, narrowing the scope of patent protection available in certain circumstances or weakening the rights of patent owners in certain situations, and there are

other open questions under patent law that courts have yet to decisively address. 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 Congress, the federal courts and the USPTO, the laws and regulations governing patents could change in unpredictable ways and could weaken our ability to obtain new patents or to enforce our existing patents and patents that we might obtain in the future. In addition, the European patent system is relatively stringent in the type of amendments that are allowed during prosecution, but, the complexity and uncertainty of European patent laws has also increased in recent years. Complying with these laws and regulations could limit our ability to obtain new patents in the future that may be important for our business.

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

Competitors may infringe our issued patents, the patents of our licensors, or other intellectual property. To counter infringement or unauthorized use, we may be required to file infringement claims, which can be expensive, time-consuming and unpredictable. Any claims we assert against perceived infringers could provoke these parties to assert counterclaims against us alleging that we infringe their patents. In addition, in a patent infringement proceeding, a court may decide that a patent of ours or our licensors is invalid or unenforceable, in whole or in part, construe the patent's claims narrowly or refuse to stop the other party from using the technology at issue on the grounds that our patents do not cover the technology in question. An adverse result in any litigation proceeding could put one or more of our patents at risk of being invalidated, held unenforceable or interpreted narrowly. Even if we successfully assert our patents, a court may not award remedies that sufficiently compensate us for our losses.

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

A third party may hold intellectual property, including patent rights, that are important or necessary to the development of our products. It may be necessary for us to use the patented or proprietary technology of a third party to commercialize our own technology or products, in which case we would be required to obtain a license from such third party. A license to such intellectual property may not be available or may not be available on commercially reasonable terms, which could have a material adverse effect on our business and financial condition.

The licensing and acquisition of third-party intellectual property rights is a competitive practice, and companies that may be more established, or have greater resources than we do, may also be pursuing strategies to license or acquire third-party intellectual property rights that we may consider necessary or attractive in order to commercialize our product candidates. More established companies may have a competitive advantage over us due to their larger size and cash resources or greater clinical development and commercialization capabilities. We may not be able to successfully complete such negotiations and ultimately acquire the rights to the intellectual property surrounding the additional product candidates that we may seek to acquire.

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

Our commercial success depends upon our ability, and the ability of our collaborators, to develop, manufacture, market and sell our product candidates and use our proprietary technologies without

infringing the proprietary rights of third parties. There is considerable intellectual property litigation in the biotechnology and pharmaceutical industries, as well as administrative proceedings for challenging patents, including interference, reexamination, and *inter partes* review proceedings before the USPTO and oppositions and other comparable proceedings in foreign jurisdictions.

We may become party to, or threatened with, future adversarial proceedings or litigation regarding intellectual property rights with respect to our products and technology, including interference, derivation, reexamination or *inter partes* review proceedings before the USPTO. Third parties may assert infringement claims against us based on existing patents or patents that may be granted in the future. As the biotechnology and pharmaceutical industries expand and more patents are issued, the risk increases that our product candidates may give rise to claims of infringement of the patent rights of others. There may be third-party patents of which we are currently unaware with claims to materials, formulations, methods of manufacture or methods for treatment related to the use or manufacture of our drug 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.

If we are found by a court of competent jurisdiction to infringe a third party's intellectual property rights, we could be required to obtain a license from such third party to continue developing and marketing our products and technology. However, we may not be able to obtain any required license on commercially reasonable terms or at all. Even if we were able to obtain a license, it could be non-exclusive, thereby giving our competitors access to the same technologies licensed to us. We could be forced, including by court order, to cease commercializing the infringing technology or product. In addition, we could be found liable for monetary damages, including treble damages and attorneys' fees if we are found to have willfully infringed a patent. A finding of infringement could prevent us from commercializing our product candidates or force us to cease some of our business operations, which could materially harm our business. Claims that we have misappropriated the confidential information or trade secrets of third parties could have a similar negative impact on our business.

If we fail to comply with our obligations in our current and future intellectual property licenses and funding arrangements with third parties, we could lose rights that are important to our business.

We are party to a license agreement with Yale that provides us with the foundational intellectual property rights for our PROTAC protein degradation technology. This license agreement imposes diligence, development and commercialization timelines and milestone payment, royalty, insurance and other obligations on us. If we fail to comply with our obligations, including achieving specified milestone events, Yale may have the right to terminate this license, in which event we might not be able to develop, manufacture or market any product that is covered by the intellectual property we in-license from Yale and may face other penalties. Such an occurrence would materially adversely affect our business prospects. For a variety of purposes, we will likely enter into additional licensing and funding arrangements with third parties that may also impose similar obligations on us.

Termination of any of our current or future in-licenses would reduce or eliminate our rights under these agreements and may result in our having to negotiate new or reinstated agreements with less favorable terms or cause us to lose our rights under these agreements, including our rights to important intellectual property or technology. Any of the foregoing could prevent us from commercializing our other product candidates, which could have a material adverse effect on our operating results and overall financial condition.

In addition to the above risks, intellectual property rights that we license in the future may include sublicenses under intellectual property owned by third parties, in some cases through multiple tiers. The actions of our licensors may therefore affect our rights to use our sublicensed intellectual property, even if we are in compliance with all of the obligations under our license agreements. Should our licensors or any of the upstream licensors fail to comply with their obligations under the agreements pursuant to which they obtain the rights that are sublicensed to us, or should such agreements be terminated or amended, our ability to develop and commercialize our product candidates may be materially harmed.

Further, we do not have the right to control the prosecution, maintenance and enforcement of all of our licensed and sublicensed intellectual property, and even when we do have such rights, we may require the cooperation of our licensors and upstream licensors, which may not be forthcoming. For example, under the Yale license, any patent applications and issued patents under the agreement remain the property of Yale, and Yale has the right to choose patent counsel. Our business could be adversely affected if we or our licensors are unable to prosecute, maintain and enforce our licensed and sublicensed intellectual property effectively.

We may be subject to claims by third parties asserting that our employees, consultants, contractors or we have misappropriated their intellectual property, or claiming ownership of what we regard as our own intellectual property.

We employ individuals who were previously employed at universities as well as other biotechnology or pharmaceutical companies, including our competitors or potential competitors. We have received confidential and proprietary information from collaborators, prospective licensees and other third parties. Although we try to ensure that our employees do not use the proprietary information or know-how of others in their work for us, we may be subject to claims that these employees or we have used or disclosed intellectual property, including trade secrets or other proprietary information, of any such employee's former employer. We may also be subject to claims that former employers or other third parties have an ownership interest in our patents. Litigation may be necessary to defend against these claims. We may not be successful in defending these claims, and if we fail in defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights, such as exclusive ownership of, or right to use, valuable intellectual property. Even if we are successful, litigation could result in substantial cost and reputational loss and be a distraction to our management and other employees.

In addition, while it is our policy to require our employees, consultants and contractors who may be involved in the development of intellectual property to execute agreements assigning such intellectual property to us, we may be unsuccessful in executing such an agreement with each party who in fact develops intellectual property that we regard as our own. Such assignment agreements may not be self-executing or may be breached, and we may be forced to bring claims against third parties, or defend claims they may bring against us, to determine the ownership of what we regard as our intellectual property.

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

Even if resolved in our favor, litigation or other legal proceedings relating to intellectual property claims may cause us to incur significant expenses, and could distract our technical and management personnel from their normal responsibilities. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments and if securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock. Such litigation or proceedings could substantially increase our operating losses

and reduce the resources available for development activities or any future sales, marketing or distribution activities. We may not have sufficient financial or other resources to conduct such litigation or proceedings adequately. Some of our competitors may be able to sustain the costs of such litigation or proceedings more effectively than we can because of their greater financial resources. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could compromise our ability to compete in the marketplace.

Obtaining and maintaining our patent protection depends on compliance with various procedural, documentary, fee payment and other requirements imposed by governmental patent offices, 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 patent offices in foreign countries in several stages over the lifetime of the patent. The USPTO and patent offices in foreign countries require compliance with a number of procedural, documentary, fee payment and other requirements 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 a patent or patent rights in the relevant jurisdiction. Non-compliance events that could result in abandonment or lapse of a patent or patent application include, but are not limited to, failure to respond to official actions within prescribed time limits, non-payment of fees and failure to properly legalize and submit formal documents. In such an event, our competitors might be able to enter the market, which would have a material adverse effect on our business.

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

In addition to seeking patents for some of our technology and product candidates, we also rely on trade secrets, including unpatented know-how, technology and other proprietary information, to maintain our competitive position. We seek to protect these trade secrets, in part, by entering into non-disclosure and confidentiality agreements with parties who have access to them, such as our employees, corporate collaborators, outside scientific collaborators, contract manufacturers, consultants, advisors and other third parties. We also enter into confidentiality and invention or patent assignment agreements with our employees and consultants. Despite these efforts, any of these parties may breach the agreements and disclose our proprietary information, including our trade secrets, and we may not be able to obtain adequate remedies for such breaches. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret is difficult, expensive and time-consuming, and the outcome is unpredictable. In addition, some courts inside and outside of the United States are less willing or unwilling to protect trade secrets. If any of our trade secrets were to be lawfully obtained or independently developed by a competitor, we would have no right to prevent them, or those to whom they communicate it, from using that technology or information to compete with us. If any of our trade secrets were to be disclosed to or independently developed by a competitor, our competitive position would be harmed.

If we are not able to obtain patent term extensions in the United States under the Hatch-Waxman Act and in foreign countries under similar legislation, thereby potentially extending the term of our marketing exclusivity for our product candidates, our business may be impaired.

Depending upon the timing, duration and specifics of FDA marketing approval of our product candidates, one of the U.S. patents covering each of such product candidates or the use thereof may

be eligible for a patent term extension under the Drug Price Competition and Patent Term Restoration Act of 1984, or Hatch-Waxman Act. The period of extension may be up to five years beyond the expiration date of a patent, but cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval. The Hatch-Waxman Act allows a maximum of one patent to be extended per FDA-approved product. Similar patent term extension also may be available in certain foreign countries upon regulatory approval of our product candidates. Nevertheless, we may not be granted patent term extension either in the United States or in any foreign country because of, for example, failing to apply within applicable deadlines, failing to apply prior to expiration of relevant patents or otherwise failing to satisfy applicable requirements. Moreover, the term of extension, as well as the scope of patent protection during any such extension, afforded by the governmental authority could be less than we request.

If we are unable to obtain patent term extension or restoration, or the term of any such extension is less than we request, the period during which we will have the right to exclusively market our product may be shortened and our competitors may obtain approval of competing products following our patent expiration sooner, and our revenue could be reduced, possibly materially.

We only have limited geographical protection with respect to certain patents and we may not be able to protect our intellectual property rights throughout the world.

Filing, prosecuting and defending patents covering 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-licensing patents covering our product candidates in all countries throughout the world may similarly be prohibitively expensive, if such opportunities are available at all. And in-licensing or filing, prosecuting and defending patents even in only those jurisdictions in which we develop or commercialize our product candidates may be prohibitively expensive or impractical. Competitors may use our and our licensors' technologies in jurisdictions where we have not obtained patent protection or licensed patents to develop their own products and, further, may export otherwise infringing products to territories where we and our licensors have patent protection, but enforcement is not as strong as that in the United States or the European Union. These products may compete with our product candidates, and our or our licensors' patents or other intellectual property rights may not be effective or sufficient to prevent them from competing.

In addition, we may decide to abandon national and regional patent applications while they are still pending. The grant proceeding of each national or regional patent is an independent proceeding which may lead to situations in which applications may be rejected by the relevant patent office, while substantively similar applications are granted by others. For example, relative to other countries, China has a heightened detailed description requirement for patentability. Furthermore, generic drug manufacturers or other competitors may challenge the scope, validity or enforceability of our or our licensors' patents, requiring us or our licensors to engage in complex, lengthy and costly litigation or other proceedings. Generic drug manufacturers may develop, seek approval for and launch generic versions of our products. It is also quite common that depending on the country, the scope of patent protection may vary for the same product candidate or technology.

The laws of some jurisdictions do not protect intellectual property rights to the same extent as the laws or regulations in the United States and the European Union, and many companies have encountered significant difficulties in protecting and defending proprietary rights in such jurisdictions. Moreover, the legal systems of certain countries, particularly certain developing countries, do not favor the enforcement of patents, trade secrets or other forms of intellectual property, which could make it difficult for us to prevent competitors in some jurisdictions from marketing competing products in violation of our proprietary rights generally.

Proceedings to enforce our patent rights in foreign jurisdictions, whether or not successful, are likely to result in substantial costs and divert our efforts and attention from other aspects of our business, and additionally could put our or our licensors' patents at risk of being invalidated or interpreted narrowly, could increase the risk of our or our licensors' patent applications not issuing, or could provoke third parties to assert claims against us. We may not prevail in any lawsuits that we initiate, while damages or other remedies may be awarded to the adverse party, which may be commercially significant. If we prevail, damages or other remedies awarded to us, if any, may not be commercially meaningful. 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. Furthermore, while we intend to protect our intellectual property rights in our expected significant markets, we cannot ensure that we will be able to initiate or maintain similar efforts in all jurisdictions in which we may wish to market our product candidates. Accordingly, our efforts to protect our intellectual property rights in such countries may be inadequate, which may have an adverse effect on our ability to successfully commercialize our product candidates in all of our expected significant foreign markets. If we or our licensors encounter difficulties in protecting, or are otherwise precluded from effectively protecting, the intellectual property rights important for our business in such jurisdictions, the value of these rights may be diminished and we may face additional competition in those jurisdictions.

In some jurisdictions, compulsory licensing laws compel patent owners to grant licenses to third parties. In addition, some countries limit the enforceability of patents against government agencies or government contractors. In these countries, the patent owner may have limited remedies, which could materially diminish the value of such patent. If we or any of our licensors are forced to grant a license to third parties under patents relevant to our business, or if we or our licensors are prevented from enforcing patent rights against third parties, our competitive position may be substantially impaired in such jurisdictions.

Risks Related to Regulatory Approval and Marketing of Our Product Candidates and Other Legal Compliance Matters

The regulatory approval process of the FDA is lengthy, time-consuming and inherently unpredictable, and if we are ultimately unable to obtain marketing approval for our product candidates, our business will be substantially harmed.

The time required to obtain approval by the FDA is unpredictable but typically takes many years following the commencement of clinical trials and depends upon numerous factors, including the substantial discretion of the regulatory authorities. In addition, approval policies, regulations or the type and amount of clinical data necessary to gain approval may change during the course of a product candidate's clinical development and may vary among jurisdictions. We have not obtained marketing approval for any product candidate and it is possible that none of our existing product candidates, or any product candidates we may seek to develop in the future will ever obtain marketing approval.

Our product candidates could fail to receive marketing approval for many reasons, including the following:

- the FDA may disagree with the design or implementation of our clinical trials;
- we may be unable to demonstrate to the satisfaction of the FDA that a product candidate is safe and effective for its proposed indication;
- results of clinical trials may not meet the level of statistical significance required by the FDA for approval;
- we may be unable to demonstrate that a product candidate's clinical and other benefits outweigh its safety risks;

- the FDA may disagree with our interpretation of data from preclinical studies or clinical trials;
- data collected from clinical trials of our product candidates may not be sufficient to support the submission of an NDA to the FDA or other submission or to obtain marketing approval in the United States;
- the FDA may find deficiencies with or fail to approve the manufacturing processes or facilities of third-party manufacturers with which we contract for clinical and commercial supplies; and
- the approval policies or regulations of the FDA may significantly change in a manner rendering our clinical data insufficient for approval.

This lengthy approval process as well as the unpredictability of future clinical trial results may result in our failing to obtain regulatory approval to market any of our product candidates, which would significantly harm our business, results of operations and prospects. The FDA has substantial discretion in the approval process, and determining when or whether regulatory approval will be obtained for any of our product candidates. Even if we believe the data collected from clinical trials of our product candidates are promising, such data may not be sufficient to support approval by the FDA.

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

Even if we complete the necessary preclinical studies and clinical trials, the marketing approval process is expensive, time-consuming and uncertain and may prevent us from obtaining approvals for the commercialization of some or all of our product candidates. If we are not able to obtain, or if there are delays in obtaining, required regulatory approvals, we will not be able to commercialize our product candidates, and our ability to generate revenue will be materially impaired.

Our product candidates and the activities associated with their development and commercialization, including their design, testing, manufacture, safety, efficacy, recordkeeping, labeling, storage, approval, advertising, promotion, sale and distribution, export and import are subject to comprehensive regulation by the FDA and other regulatory agencies in the United States and by the EMA and similar regulatory authorities outside of the United States. Failure to obtain marketing approval for a product candidate will prevent us from commercializing the product candidate. We have not submitted an application for or received marketing approval for any of our product candidates in the United States or in any other jurisdiction.

As a company, we do not have experience in filing and supporting the applications necessary to gain marketing approvals and expect to rely on third-party clinical research organizations or other third-party consultants or vendors to assist us in this process. Securing marketing approval requires the submission of extensive preclinical and clinical data and supporting information to regulatory authorities for each therapeutic indication to establish the product candidate’s safety and efficacy. Securing marketing approval also requires the submission of information about the product manufacturing process to, and inspection of manufacturing facilities by, the regulatory authorities. Our product candidates may not be effective, may be only moderately effective or may prove to have undesirable or unintended side effects, toxicities or other characteristics that may preclude our obtaining marketing approval or prevent or limit commercial use. New cancer drugs frequently are indicated only for patient populations that have not responded to an existing therapy or have relapsed.

The process of obtaining marketing approvals, both in the United States and abroad, is expensive, may take many years, if approval is obtained at all, and can vary substantially based upon a variety of factors, including the type, complexity and novelty of the product candidates involved. Changes in marketing approval policies during the development period, changes in or the enactment of additional statutes or regulations, or changes in regulatory review for each submitted product application, may cause delays in the approval or rejection of an application. Regulatory authorities have substantial discretion in the approval process and may refuse to accept any application or may decide that our data is insufficient for approval and require additional preclinical, clinical or other studies. In addition, varying interpretations of the data obtained from preclinical and clinical testing could delay, limit or prevent marketing approval of a product candidate. Any marketing approval we ultimately obtain may be limited or subject to restrictions or post-approval commitments that render the approved product not commercially viable.

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

Failure to obtain marketing approval in foreign jurisdictions would prevent our product candidates from being marketed abroad and may limit our ability to generate revenue from product sales.

In order to market and sell our products in the European Union and many other jurisdictions, we, and any collaborators, must obtain separate marketing approvals 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 marketing approval process outside the United States generally includes all of the risks associated with obtaining FDA approval. We, and any collaborators, 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.

In many countries outside the United States, a product candidate must also be approved for reimbursement before it can be sold in that country. In some cases, the price that we intend to charge for our products, if approved, is also subject to approval. Obtaining non-U.S. regulatory approvals and compliance with non-U.S. regulatory requirements could result in significant delays, difficulties and costs for us and any collaborators and could delay or prevent the introduction of our product candidates in certain countries. In addition, if we or any collaborators fail to obtain the non-U.S. approvals required to market our product candidates outside the United States or if we or any collaborators fail to comply with applicable non-U.S. regulatory requirements, our target market will be reduced and our ability to realize the full market potential of our product candidates will be harmed and our business, financial condition, results of operations and prospects may be adversely affected.

Additionally, on June 23, 2016, the electorate in the United Kingdom voted in favor of leaving the European Union, commonly referred to as Brexit. On March 29, 2017, the United Kingdom formally notified the European Union of its intention to withdraw pursuant to Article 50 of the Lisbon Treaty. Since a significant proportion of the regulatory framework in the United Kingdom is derived from European Union directives and regulations, the withdrawal could materially impact the regulatory regime with respect to the approval of our product candidates in the United Kingdom or the European Union. Any delay in obtaining, or an inability to obtain, any marketing approvals, as a result of Brexit or otherwise, would prevent us from commercializing our product candidates in the United Kingdom and/or the European Union and restrict our ability to generate revenue and achieve and sustain profitability.

If any of these outcomes occur, we may be forced to restrict or delay efforts to seek regulatory approval in the United Kingdom and/or European Union for our product candidates, which could significantly and materially harm our business.

Even if we, or any collaborators, obtain marketing approvals for our product candidates, the terms of approvals and ongoing regulation of our products may limit how we, or they, manufacture and market our products, which could materially impair our ability to generate revenue.

Once marketing approval has been granted, an approved product and its manufacturer and marketer are subject to ongoing review and extensive regulation. We, and any collaborators, must therefore comply with requirements concerning advertising and promotion for any of our product candidates for which we or they obtain marketing approval. Promotional communications with respect to prescription drugs are subject to a variety of legal and regulatory restrictions and must be consistent with the information in the product's approved labeling. Thus, we, and any collaborators will not be able to promote any products we develop for indications or uses for which they are not approved.

In addition, manufacturers of approved products and those manufacturers' facilities are required to comply with extensive FDA requirements, including ensuring that quality control and manufacturing procedures conform to cGMPs, which include requirements relating to quality control and quality assurance as well as the corresponding maintenance of records and documentation and reporting requirements. We, our third-party manufacturers, any collaborators and their third-party manufacturers could be subject to periodic unannounced inspections by the FDA to monitor and ensure compliance with cGMPs.

Accordingly, assuming we, or any collaborators, receive marketing approval for one or more of our product candidates, we, and any collaborators, and our respective third-party 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 any collaborators, are not able to comply with post-approval regulatory requirements, we, and any collaborators, could have the marketing approvals for our products withdrawn by regulatory authorities and our, or any 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 operating results and financial condition.

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

Any product candidate for which we, or any collaborators, obtain marketing approval, as well as 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 and other regulatory authorities. These requirements include submissions of safety and other post-marketing information and reports, registration and listing requirements, cGMP requirements relating to manufacturing, quality control, quality assurance and corresponding maintenance of records and documents, 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, including

the requirement to implement a risk evaluation and mitigation strategy. New cancer drugs frequently are indicated only for patient populations that have not responded to an existing therapy or have relapsed. If any of our product candidates receives marketing approval, the accompanying label may limit the approved use of our drug in this way, which could limit sales of the product.

The FDA may also impose requirements for costly post-marketing studies or clinical trials and surveillance to monitor the safety or efficacy of the product, including the adoption and implementation of risk evaluation and mitigation strategies. The FDA and other agencies, including the Department of Justice, or the DOJ, closely regulate and monitor the post-approval marketing and promotion of drugs to ensure they are marketed and distributed only for the approved indications and in accordance with the provisions of the approved labeling. The FDA and DOJ impose stringent restrictions on manufacturers' communications regarding off-label use, and if we do not market our products for their approved indications, we may be subject to enforcement action for off-label marketing. Violations of the Federal Food, Drug, and Cosmetic Act and other statutes, including the False Claims Act, relating to the promotion and advertising of prescription drugs may lead to investigations and enforcement actions alleging violations of federal and state healthcare fraud and abuse laws, as well as state consumer protection laws.

In addition, later discovery of previously unknown side effects or other problems with our products or their manufacturers or manufacturing processes, or failure to comply with regulatory requirements, may yield various results, including:

- restrictions on such products, manufacturers or manufacturing processes;
- restrictions and warnings on the labeling or marketing of a product;
- restrictions on product distribution or use;
- requirements to conduct post-marketing studies or clinical trials;
- warning letters 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 revenues;
- suspension or withdrawal of marketing approvals;
- damage to relationships with any potential collaborators;
- unfavorable press coverage and damage to our reputation;
- refusal to permit the import or export of our products;
- product seizure;
- injunctions or the imposition of civil or criminal penalties; or
- litigation involving patients using our products.

Non-compliance with European Union requirements regarding safety monitoring or pharmacovigilance, and with requirements related to the development of products for the pediatric population, can also result in significant financial penalties. Similarly, failure to comply with the European Union's requirements regarding the protection of personal information can also lead to significant penalties and sanctions.

In addition, manufacturers of approved products and those manufacturers' facilities are required to comply with extensive FDA requirements, including ensuring that quality control and manufacturing procedures conform to cGMPs applicable to drug manufacturers or quality assurance standards applicable to medical device manufacturers, which include requirements relating to quality control and quality assurance as well as the corresponding maintenance of records and documentation and reporting requirements. We, any contract manufacturers we may engage in the future, our collaborators and their contract manufacturers will also be subject to other regulatory requirements, including submissions of safety and other post-marketing information and reports, registration and listing requirements, requirements regarding the distribution of samples to clinicians, recordkeeping, and costly post-marketing studies or clinical trials and surveillance to monitor the safety or efficacy of the product such as the requirement to implement a risk evaluation and mitigation strategy.

Regulatory reform may limit the FDA's ability to engage in oversight and implementation activities in the normal course, and that could negatively impact our business.

The Trump Administration has taken several executive actions, including the issuance of a number of executive orders, that could impose significant burdens on, or otherwise materially delay, the FDA's ability to engage in routine regulatory and oversight activities such as implementing statutes through rulemaking, issuance of guidance, and review and approval of marketing applications. On January 30, 2017, President Trump issued an executive order, applicable to all executive agencies, including the FDA, that requires that for each notice of proposed rulemaking or final regulation to be issued in fiscal year 2017, the agency shall identify at least two existing regulations to be repealed, unless prohibited by law. These requirements are referred to as the "two-for-one" provisions. This executive order includes a budget neutrality provision that requires the total incremental cost of all new regulations in the 2017 fiscal year, including repealed regulations, to be no greater than zero, except in limited circumstances. For fiscal years 2018 and beyond, the executive order requires agencies to identify regulations to offset any incremental cost of a new regulation. In interim guidance issued by the Office of Information and Regulatory Affairs within the Office of Management and Budget on February 2, 2017, the administration indicates that the "two-for-one" provisions may apply not only to agency regulations, but also to significant agency guidance documents. It is difficult to predict how these requirements will be implemented, and the extent to which they will impact the FDA's ability to exercise its regulatory authority. If these executive actions impose constraints on FDA's ability to engage in oversight and implementation activities in the normal course, our business may be negatively impacted.

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

Health care providers, physicians and third-party payors will play a primary role in the recommendation and prescription of any drugs for which we obtain marketing approval. Our future arrangements with third-party payors, health care providers and physicians may expose us to broadly applicable state and federal fraud and abuse and other health care laws and regulations that may constrain the business or financial arrangements and relationships through which we market, sell and distribute any drugs for which we obtain marketing approval. These include the following:

- *Anti-Kickback Statute,* which prohibits, among other things, persons and entities from knowingly and willfully soliciting, offering, paying, or receiving remuneration, directly or indirectly, in cash or in kind, to induce or reward either the referral of an individual for, or the purchasing, ordering, leasing, arranging for, or recommending the purchasing, ordering, or leasing of, any good or service for which payment may be made, in whole or in part, under a federal health care program such as Medicare or Medicaid;

- *False Claims Act*—the federal civil and criminal false claims laws, including the civil False Claims Act, and Civil Monetary Penalties Law, which prohibit individuals or entities from, among other things, knowingly presenting, or causing to be presented, to the federal government, false or fraudulent claims for payment or knowingly making, using or causing to made or used a false record or statement material to a false or fraudulent claim or to avoid, decrease or conceal an obligation to pay money to the federal government, or knowingly concealing or knowingly and improperly avoiding or decreasing an obligation to pay money to the federal government;
- *HIPAA*—the federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, which created additional federal criminal statutes that prohibit, among other things, executing a scheme to defraud any health care benefit program or making false statements relating to health care matters, and apply regardless of the payor (e.g., public or private);
- *HIPAA and HITECH*—HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, or HITECH, and their implementing regulations, which impose obligations on HIPAA covered entities and their business associates, including mandatory contractual terms and required implementation of administrative, physical and technical safeguards to maintain the privacy and security of individually identifiable health information;
- *Transparency Requirements*—the federal physician transparency requirements known as the Physician Payments Sunshine Act, under the Patient Protection and Affordable Care Act, as amended by the Health Care Education Reconciliation Act, or the Affordable Care Act (ACA), which requires manufacturers of drugs, medical devices, biological and medical supplies covered by Medicare, Medicaid, or State Children's Health Insurance Program (CHIP) to report annually to the Centers for Medicare & Medicaid Services, or CMS, within the United States Department of Health and Human Services, information related to payments and other transfers of value made by that entity to physicians and teaching hospitals, as well as ownership and investment interests held by physicians and their immediate family members; and
- *Analogous State, Local and Foreign Laws*—analogous state, local and foreign fraud and abuse laws and regulations, such as state anti-kickback and false claims laws, which may be broader than similar federal laws, can apply to claims involving health care items or services regardless of payor, and are enforced by many different federal and state agencies as well as through private actions.

Some state laws require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government and require drug manufacturers to report information related to payments and other transfers of value to physicians and other health care providers or marketing expenditures. State and foreign laws also govern the privacy and security of health information in some circumstances, many of which differ from each other in significant ways and often are not pre-empted by HIPAA, thus complicating compliance efforts.

Efforts to ensure that our business arrangements with third parties will comply with applicable health care laws and regulations will involve substantial costs. It is possible that governmental authorities will conclude that our business practices may not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other health care laws and regulations. If our operations are found to be in violation of any of these laws or any other governmental regulations that may apply to us, we may be subject to significant civil, criminal and/or administrative penalties, damages, fines, individual imprisonment, disgorgement, exclusion from government funded health care programs, such as Medicare and Medicaid, contractual damages, reputational harm, administrative burdens, diminished profits and future earnings, additional reporting obligations and 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. If any of the physicians or other health care providers or entities with whom we expect to do business is found to be not in compliance with applicable laws, they may be subject to criminal, civil or administrative sanctions, including exclusions from government funded health care programs.

The provision of benefits or advantages to physicians to induce or encourage the prescription, recommendation, endorsement, purchase, supply, order or use of medicinal products is also prohibited in the European Union. The provision of benefits or advantages to physicians is governed by the national anti-bribery laws of European Union Member States, such as the U.K. Bribery Act 2010, or the Bribery Act. Infringement of these laws could result in substantial fines and imprisonment.

Payments made to physicians in certain European Union Member States must be publicly disclosed. Moreover, agreements with physicians often must be the subject of prior notification and approval by the physician's 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.

The collection, use, disclosure, transfer, or other processing of personal data regarding individuals in the EU, including personal health data, is subject to the EU General Data Protection Regulation, or the GDPR, which became effective on May 25, 2018. The GDPR is wide-ranging in scope and imposes numerous requirements on companies that process personal data, including requirements relating to processing health and other sensitive data, obtaining consent of the individuals to whom the personal data relates, providing information to individuals regarding data processing activities, implementing safeguards to protect the security and confidentiality of personal data, providing notification of data breaches, and taking certain measures when engaging third-party processors. The GDPR also imposes strict rules on the transfer of personal data to countries outside the EU, including the United States, and permits data protection authorities to impose large penalties for violations of the GDPR, including potential fines of up to €20 million or 4% of annual global revenues, whichever is greater. The GDPR also confers a private right of action on data subjects and consumer associations to lodge complaints with supervisory authorities, seek judicial remedies, and obtain compensation for damages resulting from violations of the GDPR. Compliance with the GDPR will be a rigorous and time-intensive process that may increase our cost of doing business or require us to change our business practices, and despite those efforts, there is a risk that we may be subject to fines and penalties, litigation, and reputational harm in connection with any European activities.

Current and future legislation may increase the difficulty and cost for us and any collaborators to obtain marketing approval of and commercialize our product candidates and affect the prices we, or they, may obtain.

In the United States and some foreign jurisdictions, there have been a number of legislative and regulatory changes and proposed changes regarding the healthcare system that could prevent or delay marketing approval of our product candidates, restrict or regulate post-approval activities and affect our ability to profitably sell any product candidates for which we obtain marketing approval. The pharmaceutical industry has been a particular focus of these efforts and has been significantly affected by legislative initiatives. Current laws, as well as other healthcare reform measures that may be adopted in the future, may result in more rigorous coverage criteria and in additional downward pressure on the price that we receive for any FDA approved product.

In the United States, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003, or the MMA, changed the way Medicare covers and pays for pharmaceutical products. The

legislation expanded Medicare coverage for drug purchases by the elderly and introduced a new reimbursement methodology based on average sales prices for physician-administered drugs. In addition, this legislation provided authority for limiting the number of drugs that will be covered in any therapeutic class. Cost reduction initiatives and other provisions of this legislation could decrease the coverage and price that we receive for any approved products. While the MMA applies only to drug benefits for Medicare beneficiaries, private payors often follow Medicare coverage policy and payment limitations in setting their own reimbursement rates. Therefore, any reduction in reimbursement that results from the MMA may result in a similar reduction in payments from private payors.

In March 2010, then-President Obama signed into law the ACA. Among the provisions of the ACA of importance to our business and our product candidates are the following:

- an annual, non-deductible fee on any entity that manufactures or imports specified branded prescription drugs and biologic agents;
- an increase in the statutory minimum rebates a manufacturer must pay under the Medicaid Drug Rebate Program;
- expansion of federal healthcare fraud and abuse laws, including the civil False Claims Act and the federal Anti-Kickback Statute, new government investigative powers and enhanced penalties for noncompliance;
- a new Medicare Part D coverage gap discount program, in which manufacturers must agree to offer 50% (and 70% starting January 1, 2019) point-of-sale discounts off negotiated prices;
- extension of manufacturers' Medicaid rebate liability;
- expansion of eligibility criteria for Medicaid programs;
- expansion of the entities eligible for discounts under the Public Health Service pharmaceutical pricing program;
- new requirements to report certain financial arrangements with physicians and teaching hospitals;
- a new requirement to annually report drug samples that manufacturers and distributors provide to physicians; and
- a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in, and conduct comparative clinical effectiveness research, along with funding for such research.

In addition, other legislative changes have been proposed and adopted since the ACA was enacted. These changes include the Budget Control Act of 2011, which, among other things, led to aggregate reductions to Medicare payments to providers of up to 2% per fiscal year that started in 2013 and, due to subsequent legislative amendments to the statute, will stay in effect through 2027 unless additional congressional action is taken, and the American Taxpayer Relief Act of 2012, which, among other things, reduced Medicare payments to several types of providers and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. These new laws may result in additional reductions in Medicare and other healthcare funding and otherwise affect the prices we may obtain for any of our product candidates for which we may obtain marketing approval or the frequency with which any such product candidate is prescribed or used. Further, there have been several recent U.S. congressional inquiries and proposed state and federal legislation designed to, among other things, bring more transparency to drug pricing, review the relationship between pricing and manufacturer patient programs, reduce the costs of drugs under Medicare and reform government program reimbursement methodologies for drug products.

We expect that these healthcare reforms, as well as other healthcare reform measures that may be adopted in the future, may result in additional reductions in Medicare and other healthcare funding,

more rigorous coverage criteria, new payment methodologies and additional downward pressure on the price that we receive for any approved product and/or the level of reimbursement physicians receive for administering any approved product we might bring to market. Reductions in reimbursement levels may negatively impact the prices we receive or the frequency with which our products are prescribed or administered. Any reduction in reimbursement from Medicare or other government programs may result in a similar reduction in payments from private payors.

With enactment of the Tax Cuts and Jobs Act of 2017, which was signed by the President on December 22, 2017, Congress repealed the "individual mandate." The repeal of this provision, which requires most Americans to carry a minimal level of health insurance, will become effective in 2019. According to the Congressional Budget Office, the repeal of the individual mandate will cause 13 million fewer Americans to be insured in 2027 and premiums in insurance markets may rise. Additionally, on January 22, 2018, President Trump signed a continuing resolution on appropriations for fiscal year 2018 that delayed the implementation of certain ACA-mandated fees, including the so-called "Cadillac" tax on certain high cost employer-sponsored insurance plans, the annual fee imposed on certain health insurance providers based on market share, and the medical device excise tax on non-exempt medical devices. Further, the Bipartisan Budget Act of 2018, among other things, amends the ACA, effective January 1, 2019, to increase from 50 percent to 70 percent the point-of-sale discount that is owed by pharmaceutical manufacturers who participate in Medicare Part D and to reduce the coverage gap in most Medicare drug plans, commonly referred to as the "donut hole." Further, each chamber of the Congress has put forth multiple bills designed to repeal or repeal and replace portions of the ACA. Although none of these measures has been enacted by Congress to date, Congress may consider other legislation to repeal and replace elements of the ACA. The Congress will likely consider other legislation to replace elements of the ACA, during the next Congressional session.

The Trump Administration has also taken executive actions to undermine or delay implementation of the ACA. In January 2017, President Trump signed an Executive Order directing federal agencies with authorities and responsibilities under the ACA to waive, defer, grant exemptions from, or delay the implementation of any provision of the ACA that would impose a fiscal or regulatory burden on states, individuals, healthcare providers, health insurers, or manufacturers of pharmaceuticals or medical devices. In October 2017, the President signed a second Executive Order allowing for the use of association health plans and short-term health insurance, which may provide fewer health benefits than the plans sold through the ACA exchanges. At the same time, the Trump Administration announced that it will discontinue the payment of cost-sharing reduction, or CSR, payments to insurance companies until Congress approves the appropriation of funds for such CSR payments. The loss of the CSR payments is expected to increase premiums on certain policies issued by qualified health plans under the ACA. A bipartisan bill to appropriate funds for CSR payments was introduced in the Senate, but the future of that bill is uncertain. We will continue to evaluate the effect that the ACA and its possible repeal and replacement could have on our business.

The costs of prescription pharmaceuticals has also been the subject of considerable discussion in the United States, and members of Congress and the Trump Administration have stated that they will address such costs through new legislative and administrative measures. To date, there have been several recent U.S. congressional inquiries and proposed and enacted state and federal legislation designed to, among other things, bring more transparency to drug pricing, review the relationship between pricing and manufacturer patient programs, reduce the costs of drugs under Medicare and reform government program reimbursement methodologies for drug products. At the federal level, the Trump Administration's budget proposal for fiscal year 2019 contains further drug price control measures that could be enacted during the 2019 budget process or in other future legislation, including, for example, measures to permit Medicare Part D plans to negotiate the price of certain drugs under Medicare Part B, to allow some states to negotiate drug prices under Medicaid, and to eliminate cost sharing for generic drugs for low-income patients. While any proposed measures will

require authorization through additional legislation to become effective, Congress and the Trump Administration have each indicated that it will continue to seek new legislative and/or administrative measures to control drug costs.

In addition, on May 11, 2018, the Trump Administration issued a plan to lower drug prices. Under this blueprint for action, the Trump Administration indicated that the Department of Health and Human Services (HHS) will: take steps to end the gaming of regulatory and patent processes by drug makers to unfairly protect monopolies; advance biosimilars and generics to boost price competition; evaluate the inclusion of prices in drug makers' ads to enhance price competition; speed access to and lower the cost of new drugs by clarifying policies for sharing information between insurers and drug makers; avoid excessive pricing by relying more on value-based pricing by expanding outcome-based payments in Medicare and Medicaid; work to give Part D plan sponsors more negotiation power with drug makers; examine which Medicare Part B drugs could be negotiated for a lower price by Part D plans, and improving the design of the Part B Competitive Acquisition Program; update Medicare's drug-pricing dashboard to increase transparency; prohibit Part D contracts that include "gag rules" that prevent pharmacists from informing patients when they could pay less out-of-pocket by not using insurance; and require that Part D plan members be provided with an annual statement of plan payments, out-of-pocket spending, and drug price increases.

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

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

Governments outside of the United States tend to impose strict price controls, which may adversely affect our revenues from the sales of drugs, if any.

In some countries, particularly the countries of the European Union, the pricing of prescription pharmaceuticals is subject to governmental control. In these countries, pricing negotiations with governmental authorities can take considerable time after the receipt of marketing approval for a drug. To obtain reimbursement or pricing approval in some countries, we, or our collaborators, may be required to conduct a clinical trial that compares the cost-effectiveness of our drug to other available therapies. If reimbursement of our drugs is unavailable or limited in scope or amount, or if pricing is set at unsatisfactory levels, our business could be materially harmed.

We are subject to anti-corruption laws, as well as export control laws, customs laws, sanctions laws and other laws governing our operations. If we fail to comply with these laws, we could be subject to civil or criminal penalties, other remedial measures and legal expenses, which could adversely affect our business, results of operations and financial condition.

Our operations are subject to anti-corruption laws, including the FCPA, the Bribery Act, and other anticorruption laws that apply in countries where we do business and may do business in the future. The FCPA, the Bribery Act, and these other laws generally prohibit us, our officers and our employees and intermediaries from bribing, being bribed or making other prohibited payments to government officials or other persons to obtain or retain business or gain some other business advantage. We may in the future operate in jurisdictions that pose a high risk of potential FCPA or Bribery Act violations, and we may participate in collaborations and relationships with third parties whose actions could potentially subject us to liability under the FCPA, the Bribery Act, or local anti-corruption laws. In addition, we cannot predict the nature, scope or effect of future regulatory requirements to which our international operations might be subject or the manner in which existing laws might be administered or interpreted.

We are also subject to other laws and regulations governing our international operations, including regulations administered by the governments of the United States, United Kingdom, and authorities in the European Union, including applicable export control regulations, economic sanctions on countries and persons, customs requirements and currency exchange regulations, which we collectively refer to as Trade Control Laws.

There is no assurance that we will be completely effective in ensuring our compliance with all applicable anti-corruption laws, including the FCPA, the Bribery Act, or other legal requirements, including Trade Control Laws. If we are not in compliance with the FCPA, the Bribery Act, and other anti-corruption laws or Trade Control Laws, we may be subject to criminal and civil penalties, disgorgement and other sanctions and remedial measures, and legal expenses, which could have an adverse impact on our business, financial condition, results of operations and liquidity. The Securities and Exchange Commission, or SEC, also may suspend or bar issuers from trading securities on U.S. exchanges for violations of the FCPA's accounting provisions. Likewise, any investigation of any potential violations of the FCPA, the Bribery Act, other anti-corruption laws or Trade Control Laws by U.S., U.K. or other authorities could also have an adverse impact on our reputation, our business, results of operations and financial condition.

If we fail to comply with environmental, health and safety laws and regulations, we could become subject to fines or penalties or incur costs that could significantly harm our business.

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

We maintain workers' compensation insurance to cover costs and expenses we may incur due to injuries to our employees resulting from the use of hazardous materials, but this insurance may not provide adequate coverage against potential liabilities. We do not maintain insurance for environmental

liability or toxic tort claims that may be asserted against us. In addition, we may incur substantial costs in order to comply with current or future environmental, health and safety laws and regulations. Current or future environmental laws and regulations may impair our research, development or production efforts, which could adversely affect our business, financial condition, results of operations or prospects. In addition, failure to comply with these laws and regulations may result in substantial fines, penalties or other sanctions.

Risks Related to Employee Matters and Managing Growth

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

We are highly dependent on the research, development and clinical expertise of our management and scientific teams. Although we have entered into employment agreements with our executive officers, each of them may terminate their employment with us at any time. We also benefit from the research expertise of Professor Craig Crews, Ph.D., our scientific founder and Chief Scientific Advisor. Although we have entered into a consulting agreement with Professor Crews, he may terminate his relationship with us at any time. We do not maintain “key person” insurance for any of our executives or other employees.

Recruiting and retaining qualified scientific, clinical, manufacturing and sales and marketing personnel will also be critical to our success. The loss of the services of our executive officers or other key employees could impede the achievement of our research, development and commercialization objectives and seriously harm our ability to successfully implement our business strategy. Furthermore, replacing executive officers and key employees may be difficult and may take an extended period of time because of the limited number of individuals in our industry with the breadth of skills and experience required to successfully develop, gain marketing approval of and commercialize products. Competition to hire from this limited pool is intense, and we may be unable to hire, train, retain or motivate these key personnel on acceptable terms given the competition among numerous pharmaceutical and biotechnology companies for similar personnel. We also experience competition for the hiring of scientific and clinical personnel from universities and research institutions. In addition, we rely on consultants and advisors, including scientific and clinical advisors, to assist us in formulating our research and development and commercialization strategy. Our consultants and advisors may be employed by employers other than us and may have commitments under consulting or advisory contracts with other entities that may limit their availability to us. If we are unable to continue to attract and retain high quality personnel, our ability to pursue our growth strategy will be limited.

We will need to grow the size of our organization, and we may experience difficulties in managing this growth, which could disrupt our operations.

As of May 31, 2018, we had 67 full-time employees, including 54 employees engaged in research and development. We expect to experience significant growth in the number of our employees and the scope of our operations, particularly in the areas of drug development, manufacturing, regulatory affairs and, if any of our product candidates receives marketing approval, sales, marketing and distribution. To manage our anticipated future growth, we must continue to implement and improve our managerial, operational and financial systems, expand our facilities and continue to recruit and train additional qualified personnel. Future growth would impose significant added responsibilities on members of management, including:

- identifying, recruiting, integrating, maintaining and motivating additional employees;
- managing our internal development efforts effectively, including the clinical and FDA review process for ARV-110, ARV-471 and any product candidate we develop, while complying with our contractual obligations to contractors and other third parties; and

- improving our operational, financial and management controls, reporting systems and procedures.

Our future financial performance and our ability to advance development of and, if approved, commercialize ARV-110, ARV-471 and any product candidate we develop will depend, in part, on our ability to effectively manage any future growth. Due to our limited financial resources and the limited experience of our management team in managing a company with such anticipated growth, we may not be able to effectively manage the expansion of our operations or recruit and train additional qualified personnel. The expansion of our operations may lead to significant costs and may divert our management and business development resources. Any inability to manage growth could delay the execution of our business plans or disrupt our operations.

Our internal computer systems, or those of any collaborators, contractors or consultants, may fail or suffer security breaches, which could result in a material disruption of our product development programs.

Our internal computer systems and those of any collaborators, contractors or consultants are vulnerable to damage from computer viruses, unauthorized access, natural disasters, terrorism, war and telecommunication and electrical failures. While we have not experienced any such material system failure, accident or security breach to date, if such an event were to occur and cause interruptions in our operations, it could result in a material disruption of our development programs and our business operations, whether due to a loss of our trade secrets or other proprietary information or other similar disruptions. For example, the loss of clinical trial data from completed or future clinical trials could result in delays in our marketing approval efforts and significantly increase our costs to recover or reproduce the data. To the extent that any disruption or security breach were to result in a loss of, or damage to, our data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur liability, our competitive position could be harmed and the further development and commercialization of our product candidates could be delayed.

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

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

- intentional, reckless or negligent conduct or disclosure of unauthorized activities to us that violate the regulations of the FDA or similar foreign regulatory authorities;
- healthcare fraud and abuse laws and regulations in the United States and abroad;
- violations of U.S. federal securities laws relating to trading in our common stock; and
- failures to reporting of financial information or data accurately.

In particular, sales, marketing and business arrangements in the healthcare industry are subject to extensive laws and regulations intended to prevent fraud, misconduct, kickbacks, self-dealing and other abusive practices. These laws and regulations regulate a wide range of pricing, discounting, marketing and promotion, sales commission, customer incentive programs and other business arrangements. Other forms of misconduct could involve the improper use of information obtained in the course of clinical trials or creating fraudulent data in our preclinical studies or clinical trials, which could result in regulatory sanctions and cause serious harm to our reputation. We intend to adopt, prior to the completion of this offering, a code of conduct and implement other internal controls applicable to all of

our employees, but it is not always possible to identify and deter misconduct by employees and other third parties, and the precautions we take to detect and prevent this activity may not be effective in controlling unknown or unmanaged risks or losses or in protecting us from governmental investigations or other actions or lawsuits stemming from a failure to comply with these laws or regulations. Additionally, we are subject to the risk that a person could allege such fraud or other misconduct, even if none occurred. If any such actions are instituted against us, and we are not successful in defending ourselves or asserting our rights, those actions could have a significant impact on our business, including the imposition of civil, criminal and administrative penalties, damages, monetary fines, possible exclusion from participation in Medicare, Medicaid and other federal healthcare programs, contractual damages, reputational harm, diminished profits and future earnings, and curtailment of our operations, any of which could adversely affect our ability to operate our business and our results of operations.

Risks Related to Our Common Stock and This Offering

If you purchase shares of common stock in this offering, you will suffer immediate dilution of your investment.

The initial public offering price of our common stock will be substantially higher than the net tangible book value per share of our common stock. Therefore, if you purchase shares of our common stock in this offering, you will pay a price per share that substantially exceeds our net tangible book value per share after this offering. To the extent shares subsequently are issued under outstanding options, you will incur further dilution. 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, you will experience immediate dilution of $ per share, representing the difference between our pro forma net tangible book value per share, after giving effect to this offering, and the assumed initial public offering price. In addition, purchasers of common stock in this offering will have contributed approximately % of the aggregate price paid by all purchasers of our stock but will own only approximately % of our common stock outstanding after this offering.

An active trading market for our common stock may not develop.

Prior to this offering, there has been no public market for our common stock. The initial public offering price for our common stock will be determined through negotiations with the underwriters. Although we are applying to have our common stock approved for listing on The Nasdaq Global Market, an active trading market for our shares may never develop or be sustained following this offering. If an active market for our common stock does not develop, it may be difficult for you to sell shares you purchase in this offering without depressing the market price for the shares or at all.

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

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

- the degree of success of competitive products or technologies;
- results of preclinical studies and clinical trials, of our product candidates or those of our competitors;
- regulatory or legal developments in the United States and other countries;

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

If any of the foregoing matters were to occur, or if our operating results fall below the expectations of investors or securities analysts, the price of our common stock could decline substantially. In the past, following periods of volatility in the market price of a company’s securities, securities class-action litigation often has been instituted against that company. Such litigation, if instituted against us, could cause us to incur substantial costs to defend such claims and divert management’s attention and resources, which could seriously harm our business, financial condition, results of operations and prospects.

We have broad discretion in the use of the net proceeds from this offering and may not use them effectively.

Our management will have broad discretion in the application of the net proceeds from this offering and could spend the proceeds in ways that do not improve our results of operations or enhance the value of our common stock. The failure by our management to apply these funds effectively could result in financial losses that could have a material adverse effect on our business, cause the price of our common stock to decline and delay the development of our product candidates. Pending their use, we may invest the net proceeds from this offering in a manner that does not produce income or that loses value.

After this offering, our executive officers, directors and principal stockholders, if they choose to act together, will continue to have the ability to control or significantly influence all matters submitted to stockholders for approval.

Upon the closing of this offering, our executive officers and directors, combined with our stockholders who owned more than 5% of our outstanding common stock before this offering will, in the aggregate, beneficially own shares representing approximately % of our capital stock. As a result, if these stockholders were to choose to act together, they would be able to control all matters submitted to our stockholders for approval, as well as our management and affairs. For example, these persons, if they choose to act together, would control the election of directors and approval of any merger, consolidation or sale of all or substantially all of our assets. This concentration of ownership control may:

- delay, defer or prevent a change in control;

- entrench our management and the board of directors; or
- impede a merger, consolidation, takeover or other business combination involving us that other stockholders may desire.

Provisions in our corporate charter documents, under Delaware law could make an acquisition of our company, 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 and our bylaws that will become effective upon the closing of this offering may discourage, delay or prevent a merger, acquisition or other change in control of our company that stockholders may consider favorable, including transactions in which you might otherwise receive a premium for your shares. These provisions could also 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 only one of three classes of directors is elected each year;
- 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 our board of directors;
- 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 “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 75% of the votes that all our stockholders would be entitled to cast to amend or repeal specified 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, 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.

A significant portion of our total outstanding shares are eligible to be sold into the market in the near future, which could cause the market price of our common stock to drop significantly, even if our business is doing well.

Sales of a substantial number of shares of our common stock in the public market, or the perception in the market that the holders of a large number of shares intend to sell shares, could reduce the market price of our common stock. Upon completion of this offering, we will

have outstanding shares of common stock based on the number of shares outstanding as of , 2018. This includes the shares that we are selling in this offering, which may be resold in the public market immediately without restriction, unless purchased by our affiliates. Of the remaining shares, shares are currently restricted as a result of securities laws or lock-up agreements but will become eligible to be sold at various times after the offering. Moreover, after this offering, holders of an aggregate of shares of our common stock will have rights, subject to specified 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 intend to register all shares of common stock that we may issue under our equity compensation plans. Once we register these shares, they can be freely sold in the public market upon issuance, subject to volume limitations applicable to affiliates and the lock-up agreements described in the "Underwriting" section of this prospectus.

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

We are an "emerging growth company," or EGC, as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act. We will remain an EGC until the earlier of: (1) the last day of the fiscal year in which we have total annual gross revenue of $1.07 billion or more; (2) the last day of the fiscal year following the fifth anniversary of the date of the completion of this offering; (3) the date on which we have issued more than $1 billion in nonconvertible debt during the previous three years; and (4) the date on which we are deemed to be a large accelerated filer under the rules of the SEC, which means the last day of the first year in which the market value of our common stock that is held by non-affiliates exceeds $700 million as of June 30. For so long as we remain an EGC, we are permitted and intend to rely on exemptions from certain disclosure requirements that are applicable to other public companies that are not EGCs. These exemptions include:

- 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;
- not being required to comply with the auditor attestation requirements in the assessment of our internal control over financial reporting;
- 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
- an exemption from compliance with the requirement of the Public Company Accounting Oversight Board regarding the communication of critical audit matters in the auditor's report on the financial statements.

We may choose to take advantage of some, but not all, of the available exemptions. We have taken advantage of reduced reporting requirements in this prospectus. In particular, we have not included all of the executive compensation information that would be required if we were not an EGC and we have presented only two years of audited financial statements and correspondingly reduced "Management's Discussion and Analysis of Financial Condition and Results of Operations" disclosure. We cannot predict whether investors will find our common stock less attractive if we rely on certain or all of 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 EGC may take advantage of an extended transition period for complying with new or revised accounting standards. This allows an EGC 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 EGCs.

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, or Sarbanes-Oxley, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of The Nasdaq Global 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. Our management and other personnel will need to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. For example, we expect that these rules and regulations may make it more difficult and more expensive for us to obtain director and officer liability insurance, which in turn could make it more difficult for us to attract and retain qualified members of our board of directors.

We are 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 Section 404 of Sarbanes-Oxley, or Section 404, we will be required to furnish a report by our management on our internal control over financial reporting beginning with the annual report for our fiscal year ending December 31, 2019. However, while we remain an emerging growth company, we will not be required to include an attestation report on internal control over financial reporting issued by our independent registered public accounting firm. To achieve compliance with Section 404 within the prescribed period, we will be engaged in a process to document and evaluate our internal control over financial reporting, which is both costly and challenging. In this regard, we will need to continue to dedicate internal resources, potentially engage outside consultants and adopt a detailed work plan to assess and document the adequacy of internal control over financial reporting, continue steps to improve control processes as appropriate, validate through testing that controls are functioning as documented and implement a continuous reporting and improvement process for internal control over financial reporting. Despite our efforts, there is a risk that 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 Section 404. If we identify one or more material weaknesses, it could result in an adverse reaction in the financial markets and restrict our future access to the capital markets due to a loss of confidence in the reliability of our financial statements.

Our certificate of incorporation will provide that the Court of Chancery of the State of Delaware will be the exclusive forum 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, employees or stockholders.

Our certificate of incorporation, which will be effective upon the closing of this offering, will provide that the Court of Chancery of the State of Delaware is the exclusive forum for any derivative action or

proceeding brought on our behalf, any action asserting a breach of fiduciary duty owed by our directors, officers, other employees or stockholders to the company or our stockholders, any action asserting a claim against us arising pursuant to the Delaware General Corporation Law or as to which the Delaware General Corporation Law confers jurisdiction on the Court of Chancery of the State of Delaware, or any action asserting a claim arising pursuant to our certificate of incorporation or our bylaws or governed by the internal affairs doctrine. This provision 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, other employees or other stockholders, which may discourage such lawsuits against us and our directors, officers, other employees or other stockholders. Alternatively, if a court were to find this provision in our certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could adversely affect our business and financial condition.

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

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

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS AND INDUSTRY DATA

This prospectus contains forward-looking statements, including statements in the sections titled “Prospectus Summary,” “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and “Business,” that involve substantial risks and uncertainties. All statements, other than statements of historical facts, contained in this prospectus, including statements regarding our strategy, future operations, future financial position, future revenues, projected costs, prospects, plans and objectives of management, are forward-looking statements. The words “anticipate,” “believe,” “estimate,” “expect,” “intend,” “may,” “might,” “plan,” “predict,” “project,” “target,” “potential,” “will,” “would,” “could,” “should,” “continue,” and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words.

The forward-looking statements in this prospectus include, among other things, statements about:

- the timing of our planned IND submissions for ARV-110 and ARV-471;
- the timing and conduct of our clinical trial programs of ARV-110 and ARV-471, including statements regarding the timing of initiation and completion of the clinical trials and the period during which the results of the clinical trials will become available;
- the timing of, and our ability to obtain, marketing approval of ARV-110 and ARV-471, and the ability of ARV-110 and ARV-471 and our other product candidates to meet existing or future regulatory standards;
- our plans to pursue research and development of other product candidates;
- the potential advantages of our platform technology and our product candidates;
- the extent to which our scientific approach and platform technology may potentially address a broad range of diseases;
- the potential benefits of our arrangements with Yale University and Professor Crews;
- the timing of and our ability to obtain and maintain regulatory approvals for our product candidates;
- the potential receipt of revenue from future sales of our product candidates;
- the rate and degree of market acceptance and clinical utility of our product candidates;
- our estimates regarding the potential market opportunity for our product candidates;
- our sales, marketing and distribution capabilities and strategy;
- our ability to establish and maintain arrangements for manufacture of our product candidates;
- the potential achievement of milestones and receipt of payments under our collaborations;
- our ability to enter into additional collaborations with third parties;
- our intellectual property position;
- our expectations related to the use of proceeds from this offering;
- our estimates regarding expenses, future revenues, capital requirements and needs for additional financing;
- the impact of government laws and regulations; and
- our competitive position.

We may not actually achieve the plans, intentions or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Actual

results or events could differ materially from the plans, intentions and expectations disclosed in the forward-looking statements we make. We have included important factors in the cautionary statements included in this prospectus, particularly in the “Risk Factors” section, that we believe could cause actual results or events to differ materially from the forward-looking statements that we make. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures or investments we may make.

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. The forward-looking statements contained in this prospectus are made as of the date of this prospectus, and we do not assume any obligation to update any forward-looking statements except as required by applicable law.

This prospectus includes statistical and other industry and market data that we obtained from industry publications and research, surveys and studies conducted by third parties. Industry publications and third-party research, surveys and studies generally indicate that their information has been obtained from sources believed to be reliable, although they do not guarantee the accuracy or completeness of such information.

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, 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 estimated underwriting discounts and commissions and estimated offering expenses payable by us. If the underwriters exercise in full their option to purchase additional shares, we estimate that the net proceeds from this offering will be approximately $ million.

A $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease our net proceeds from this offering by approximately $ million, assuming no change in the number of shares offered by us, as set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions. An increase or decrease of 1,000,000 shares in the number of shares offered by us, as set forth on the cover page of this prospectus, would increase or decrease our net proceeds from this offering by approximately $ million, assuming no change in the assumed initial public offering price per share and after deducting estimated underwriting discounts and commissions.

As of March 31, 2018, we had cash, cash equivalents and marketable securities of approximately $112.7 million. We currently estimate that we will use the net proceeds from this offering, together with our cash, cash equivalents and marketable securities, as follows:

- approximately $ million for the advancement of our AR program, including completion of our IND submissions and conducting our Phase 1 clinical trial of ARV-110 for the treatment of men with mCRPC;
- approximately $ million for the advancement of our ER program, including completion of our IND submissions and conducting our Phase 1 clinical trial of ARV-471 for the treatment of women with metastatic ER+ breast cancer;
- the remainder for the continued expansion of our platform technology, preclinical studies for research stage programs, working capital and other general corporate purposes.

This expected use of the net proceeds from this offering and our existing cash, cash equivalents and marketable securities represents our intentions based upon our current plans and business conditions. The amounts and timing of our actual expenditures may vary significantly depending on numerous factors, including the progress of our development and commercialization efforts, the status of and results from clinical trials, as well as any collaborations that we may enter into with third parties for our product candidates, and any unforeseen cash needs. As a result, our management will retain broad discretion over the allocation of the net proceeds from this offering. We have no current agreements, commitments or understandings for any material acquisitions or licenses of any products, businesses or technologies.

Based on our planned use of the net proceeds from this offering and our existing cash, cash equivalents and marketable securities, we estimate that such funds will be sufficient to enable us to . We have based this estimate on assumptions that may prove to be wrong, and we could use our available capital resources sooner than we currently expect.

Pending our use of the net proceeds from this offering, we intend to invest the net proceeds in a variety of capital preservation investments, including short-term, investment-grade, interest-bearing instruments and U.S. government securities.

DIVIDEND POLICY

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all of our future earnings, if any, to finance the growth and development of our business. We do not intend to pay cash dividends in respect of our common stock in the foreseeable future. Any future determination to pay dividends will be made at the discretion of our board of directors and will depend on various factors, including applicable laws, our results of operations, financial condition, future prospects, then applicable contractual restrictions and any other factors deemed relevant by our board of directors. Investors should not purchase our common stock with the expectation of receiving cash dividends.

CORPORATE CONVERSION

We currently operate as a limited liability company organized under the laws of the State of Delaware named Arvinas Holding Company, LLC, or Arvinas LLC. We currently have five subsidiaries, all of which are incorporated under the laws of the state of Delaware: Arvinas, Inc., Arvinas Androgen Receptor, Inc., Arvinas BRD4, Inc., Arvinas Estrogen Receptor, Inc., and Arvinas Winchester, Inc. Prior to the effectiveness of the registration statement of which this prospectus forms a part, we will engage in the following transactions, which we refer to collectively as the Conversion:

- we will convert from a Delaware limited liability company to a Delaware corporation by filing a certificate of conversion with the Secretary of State of the State of Delaware;
- our subsidiary, Arvinas, Inc., will change its name to Arvinas Operations, Inc.; and
- we will change our name to Arvinas, Inc.

As part of the Conversion:

- holders of series A preferred units of Arvinas LLC will receive one share of series A preferred stock of Arvinas, Inc. for each series A preferred unit held immediately prior to the Conversion;
- holders of series B preferred units of Arvinas LLC will receive one share of series B preferred stock of Arvinas, Inc. for each series B preferred unit held immediately prior to the Conversion;
- holders of series C preferred units of Arvinas LLC will receive one share of series C preferred stock of Arvinas, Inc. for each series C preferred unit held immediately prior to the Conversion;
- holders of common units of Arvinas LLC will receive one share of common stock of Arvinas, Inc. for each common unit held immediately prior to the Conversion; and
- each outstanding incentive unit in Arvinas LLC will convert into a number of shares of common stock of Arvinas, Inc. based upon a conversion price determined by our board of directors. Certain of the shares of common stock issued in respect of incentive units will continue to be subject to vesting in accordance with the vesting schedule applicable to such incentive units.

After effecting the Conversion, we will be governed by a certificate of incorporation to be filed with the Delaware Secretary of State and our bylaws. Following the Conversion, we will consummate the initial public offering of our common stock. Upon the closing of our initial public offering, all of the outstanding shares of preferred stock issued in the Conversion will convert into shares of our common stock.

In this prospectus, except as otherwise indicated or the context otherwise requires, all information is presented giving effect to the Conversion. The consolidated financial statements and selected historical consolidated financial data and other financial information included in this prospectus are those of Arvinas LLC and its subsidiaries and do not give effect to the Conversion.

CAPITALIZATION

The following table sets forth our cash and cash equivalents, marketable securities and our capitalization as of March 31, 2018:

- on an actual basis;
- on a pro forma basis to give effect to (1) the Conversion, (2) the automatic conversion of all outstanding shares of our preferred stock into an aggregate of 63,908,220 shares of our common stock upon the closing of this offering and (3) the restatement of our certificate of incorporation upon the closing of this offering; and
- on a pro forma as adjusted basis to give further effect to our issuance and sale of shares of our common stock in this offering at an assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us.

Our capitalization following the closing of this offering will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing. You should read this table together with our consolidated financial statements and the related notes appearing at the end of this prospectus and the sections of this prospectus titled “Selected Financial Data,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Description of Capital Stock.”

	As of March 31, 2018		
	Actual	Pro Forma	Pro Forma As Adjusted
	(in thousands, except unit/share data)		
Cash and cash equivalents	$ 60,831	$ 60,831	$
Marketable securities	51,866	51,866	
Long-term debt, net of current portion	109	109	
Warrant liability	247	247	
Convertible Preferred Units:			
Series A convertible preferred units: 22,463,665 units issued and outstanding, actual; no units authorized, issued or outstanding pro forma and pro forma as adjusted	59,529	—	
Series B convertible preferred units: 24,977,489 units issued and outstanding, actual; no units authorized, issued or outstanding pro forma and pro forma as adjusted	73,434	—	
Series C convertible preferred units: 16,467,066 units issued and outstanding, actual; no units authorized, issued or outstanding pro forma and pro forma as adjusted	55,000	—	
Members’ equity:			
Common units, 6,167,045 units issued and outstanding, actual; no units authorized, issued or outstanding pro forma and pro forma as adjusted	6	—	
Incentive units, 12,444,977 units issued, actual; no units authorized, issued or outstanding pro forma and pro forma as adjusted	1,333	—	
Stockholders’ equity:			
Preferred stock, $0.001 par value; no shares authorized, issued or outstanding, actual; shares authorized and no shares issued or outstanding, pro forma and pro forma as adjusted	—	—	
Common stock, no shares issued and outstanding, actual; shares authorized, 70,075,265 issued and outstanding, pro forma; shares authorized, shares issued and outstanding, pro forma as adjusted	—	70	
Additional paid-in capital	—	189,232	
Accumulated deficit	(138,050)	(138,050)	( )
Accumulated other comprehensive loss	(67)	(67)	
Total members’ / stockholders’ equity	(136,778)	51,185	
Total capitalization	$ 51,541	$ 51,541	$

A $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease the pro forma as adjusted amount of each of cash and cash equivalents, working capital,

total assets, total stockholders' equity and total capitalization by approximately $ million, assuming no change in the number of shares offered by us, as set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions. An increase or decrease of 1,000,000 shares in the number of shares offered by us, as set forth on the cover page of this prospectus, would increase or decrease each of cash and cash equivalents, working capital, total assets, total stockholders' equity and total capitalization on a pro forma as adjusted basis by $ million, assuming no change in the assumed initial public offering price per share and after deducting estimated underwriting discounts and commissions.

The table above excludes:

- 110,116 shares of our common stock issuable upon exercise of a warrant outstanding as of March 31, 2018, at an exercise price of $0.6811 per share;
- 7,703,323 incentive units available for future issuance under our Incentive Share Plan as of March 31, 2018; and
- additional shares of our common stock that will be available for future issuance as of the closing of this offering under our 2018 stock incentive plan.

DILUTION

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

Our historical net tangible book value (deficit) as of March 31, 2018 was $(136.8) million, or $(22.18) per share of our common stock. Our historical net tangible book value (deficit) is the amount of our total tangible assets less our total liabilities and preferred stock, which is not included within our stockholders' equity (deficit). Historical net tangible book value per share represents historical net tangible book value (deficit) divided by the 6,167,045 shares of our common stock outstanding as of March 31, 2018.

Our pro forma net tangible book value as of March 31, 2018 was $51.2 million, or $0.62 per share of our common stock. Pro forma net tangible book value per share represents the amount of our total tangible assets less our total liabilities, divided by the 82,520,242 pro forma number of shares of our common stock outstanding on March 31, 2018, after giving effect to the Conversion (assuming that the incentive units of Arvinas LLC convert at a rate of one share of common stock for each incentive unit) and the automatic conversion of all of our outstanding shares of our preferred stock into shares of our common stock upon the closing of this offering.

After giving effect to our issuance and sale of shares of our common stock in this offering at an assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value as of , 2018 would have been $ million, or $ per share. This represents an immediate increase in pro forma as adjusted net tangible book value per share of $ to existing stockholders and immediate dilution of $ in pro forma as adjusted net tangible book value per share to new investors purchasing common stock in this offering. Dilution per share to new investors is determined by subtracting pro forma as adjusted net tangible book value per share after this offering from the initial public offering price per share paid by new investors. The following table illustrates this dilution on a per share basis:

Assumed initial public offering price per share		$
Historical net tangible book value per share as of March 31, 2018	$(22.18)	
Increase per share attributable to the conversion of outstanding preferred stock	22.80	
Pro forma net tangible book value per share as of March 31, 2018	$ 0.62	
Increase in net tangible book value per share attributable to new investors		
Pro forma as adjusted net tangible book value per share as of March 31, 2018		
Dilution per share to new investors		$

A $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease our pro forma as adjusted net tangible book value by $ million, our pro forma as adjusted net tangible book value per share after this offering by $ and dilution per share to new investors purchasing shares in this offering by $, assuming no change in the number of shares offered by us, as set forth on the cover page of this prospectus, and after deducting estimated underwriting discounts and commissions. An increase of 1,000,000 shares in the number of shares offered by us, as set forth on the cover page of this prospectus, would increase the pro forma as adjusted net tangible book value per share after this offering by $ and decrease the dilution per share to new investors participating in this offering by $, assuming no change in the assumed initial public offering price and after deducting estimated underwriting discounts and commissions. A

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

If the underwriters exercise their option to purchase additional shares or if any additional shares are issued in connection with outstanding options, you will experience further dilution.

The following table summarizes, on a pro forma basis as of March 31, 2018 after giving effect to the Conversion and the conversion of all outstanding shares of our preferred stock into shares of common stock upon the closing of this offering, the differences between the number of shares purchased from us, the total consideration paid in respect of such shares and the average price per share paid by existing stockholders and to be paid by new investors in this offering. The calculation below is based on an assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, before deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. As the table shows, new investors purchasing shares in this offering will pay an average price per share substantially higher than our existing stockholders paid.

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing stockholders:	70,075,265	%	$111,910,001	%	$ 1.60
New investors:					
Total:		100%		100%	

A $1.00 increase or decrease in the assumed initial public offering price of $ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, would increase or decrease the total consideration paid by new investors by $ million and, in the case of an increase, would increase the percentage of total consideration paid by new investors by percentage points and, in the case of a decrease, would decrease the percentage of total consideration paid by new investors by percentage points, assuming no change in the number of shares offered by us, as set forth on the cover page of this prospectus. An increase or decrease of 1,000,000 shares in the number of shares offered by us, as set forth on the cover page of this prospectus, would increase or decrease the total consideration paid by new investors by $ million and, in the case of an increase, would increase the percentage of total consideration paid by new investors by percentage points and, in the case of a decrease, would decrease the percentage of total consideration paid by new investors by percentage points, assuming no change in the assumed initial public offering price.

The table above is based on actual shares of our common stock outstanding as of March 31, 2018 and after giving effect to the Conversion and the automatic conversion of all outstanding shares of our preferred stock into an aggregate of 63,908,220 shares of our common stock upon the closing of this offering. The table above excludes:

- 110,616 shares of our common stock issuable upon exercise of a warrant outstanding as of March 31, 2018, at an exercise price of $0.6811 per share;
- 7,703,323 incentive units available for future issuance under our Incentive Share Plan as of March 31, 2018; and
- additional shares of our common stock that will be available for future issuance as of the closing of this offering under our 2018 stock incentive plan.

If the underwriters exercise their option to purchase additional shares in full, the following will occur:

- the percentage of shares of our common stock held by existing stockholders will decrease to approximately % of the total number of shares of our common stock outstanding after this offering; and
- the number of shares of our common stock held by new investors will increase to , or approximately % of the total number of shares of our common stock outstanding after this offering.

To the extent that stock options are issued and exercised under our equity incentive plan, there will be further dilution to investors purchasing common stock in this offering.

SELECTED CONSOLIDATED FINANCIAL DATA

You should read the following selected consolidated financial data together with our consolidated financial statements and the related notes appearing at the end of this prospectus and the "Management's Discussion and Analysis of Financial Condition and Results of Operations" section of this prospectus. We have derived the consolidated statements of operations data for the years ended December 31, 2017 and 2016 and the consolidated balance sheet data as of December 31, 2017 and 2016 from our audited consolidated financial statements appearing at the end of this prospectus. The consolidated interim statements of operations data for the three months ended March 31, 2018 and 2017 and the consolidated balance sheet data as of March 31, 2018 have been derived from our unaudited condensed consolidated financial statements appearing at the end of this prospectus and have been prepared on the same basis as the audited consolidated financial statements. Our historical results are not necessarily indicative of results that should be expected in any future period, and our results for any interim period are not necessarily indicative of results that should be expected for any full year.

	Year Ended December 31,		Three Months Ended March 31,	
	2017	2016	2018	2017
	(in thousands, except unit/share and per unit/share data)			
Statements of Operations Data:				
Revenue	$ 7,579	$ 6,669	$ 4,109	$ 1,669
Operating expenses:				
Research and development	28,793	19,942	7,144	7,056
General and administrative	3,546	3,196	1,247	930
Total operating expenses	32,339	23,138	8,391	7,986
Loss from operations	(24,760)	(16,469)	(4,282)	(6,317)
Other income (expenses)	711	2,031	132	71
Loss before income taxes	(24,049)	(14,438)	(4,150)	(6,246)
Benefit from income taxes	—	87	—	—
Net loss	(24,049)	(14,351)	(4,150)	(6,246)
Change in redemption value of preferred units	(4,571)	1,997	(71,482)	—
Net loss attributable to common units	$ (28,620)	$ (12,354)	$ (75,632)	$ (6,246)
Net loss per common unit, basic and diluted(1)	$ (4.64)	$ (2.00)	$ (12.26)	$ (1.01)
Weighted average common units outstanding, basic and diluted	6,167,045	6,167,045	6,167,045	6,167,045
Pro forma net loss per common share, basic and diluted (unaudited)(1)	$ (0.45)		$ (0.08)	
Pro forma weighted average common shares outstanding, basic and diluted (unaudited)	53,608,199		54,157,101	

(1) See Note 13 to our financial statements as of and for the years ended December 31, 2017 and 2016 and Note 10 to our financial statements as of and for the three months ended March 31, 2018 and for the three months ended March 31, 2017, appearing at the end of this prospectus for further details on the calculation of basic and diluted net loss per unit/share attributable to common unitholders and common stockholders.

	As of December 31,		As of March 31,
	2017	2016	2018
	(in thousands)		
Balance Sheet Data:			
Cash and cash equivalents	$ 30,912	$ 5,089	$ 60,831
Marketable securities	8,259	30,469	51,866
Working capital(1)	47,674	27,248	97,169
Total assets	66,848	37,937	116,278
Long-term debt-net of current portion	151	313	164
Common units	6	6	6
Preferred units	61,480	56,910	187,963
Additional paid-in capital	—	—	—
Accumulated deficit	(62,417)	(33,798)	(138,050)
Total members' / stockholders' deficit	(61,235)	(32,879)	(136,778)

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

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

You should read the following discussion and analysis of financial condition and operating results together with the section titled "Selected Consolidated Financial Data" and our consolidated financial statements and the related notes appearing at the end of this prospectus. This discussion contains forward-looking statements that involve risks and uncertainties. As a result of many factors, such as those set forth in the section titled "Risk Factors" and elsewhere in this prospectus, our actual results may differ materially from those anticipated in or implied by these forward-looking statements. For convenience of presentation some of the numbers have been rounded in the text below.

Overview

We are a biopharmaceutical company dedicated to improving the lives of patients suffering from debilitating and life-threatening diseases through the discovery, development and commercialization of therapies to degrade disease-causing proteins. We use our proprietary technology platform to engineer proteolysis targeting chimeras, or PROTACs, that are designed to harness the body's own natural protein disposal system to selectively and efficiently degrade and remove disease-causing proteins. We believe that our targeted protein degradation approach is a new therapeutic modality that may provide distinct advantages over existing modalities, including traditional small molecule therapies and gene-based medicines. Our small molecule PROTAC technology has the potential to address a broad range of intracellular disease targets, including those representing the up to 80% of proteins that cannot be addressed by existing small molecule therapies, commonly referred to as undruggable targets. We are using our PROTAC platform to build an extensive pipeline of protein degradation product candidates to target diseases in a wide range of organ systems and tissues. We are preparing to advance our lead product candidates, ARV-110 and ARV-471, into Phase 1 clinical trials. We expect to initiate a Phase 1 clinical trial for ARV-110 in men with metastatic castration-resistant prostate cancer, or mCRPC, in the second half of 2018 and a Phase 1 clinical trial for ARV-471 in women with metastatic ER positive / HER2 negative breast cancer, or ER+ breast cancer, in the first half of 2019.

Our two lead product candidates are ARV-110 and ARV-471. We are developing ARV-110, a PROTAC targeting the androgen receptor protein, or AR, for the treatment of men with mCRPC. We expect to submit an investigational new drug application, or IND, to the U.S. Food and Drug Administration, or FDA, for ARV-110 in the second half of 2018, initiate a Phase 1 trial by the end of 2018 and receive preliminary clinical data in the second half of 2019. We are developing ARV-471, a PROTAC targeting the estrogen receptor protein, or ER, for the treatment of women with metastatic ER+ breast cancer. We expect to submit an IND to the FDA for ARV-471 in the first half of 2019, initiate a Phase 1 trial in the first half of 2019 and receive preliminary clinical data in 2020.

We commenced operations in 2013, and our operations to date have been limited to organizing and staffing our company, business planning, raising capital, conducting discovery and research activities, filing patent applications, identifying potential product candidates, undertaking preclinical studies and establishing arrangements with third parties for the manufacture of initial quantities of our product candidates. To date, we have not generated any revenue from product sales and have financed our operations primarily through sales of our equity interests, proceeds from our collaborations, grant funding and debt financing. Through March 31, 2018, we raised approximately $111.9 million in gross proceeds from the sale of series A, series B and series C convertible preferred units, and had received an aggregate of $86.7 million in payments from collaboration partners, grant funding and loans from the State of Connecticut.

We are a development stage company and our lead product candidates and our research initiatives are at a preclinical stage of development. Our ability to generate revenue from product sales

sufficient to achieve profitability will depend heavily on the successful development and eventual commercialization of one or more of our product candidates. Since inception, we have incurred significant operating losses. We expect to continue to incur significant expenses and increasing operating losses for at least the next several years. Our net loss was $4.2 million for the three months ended March 31, 2018, $24.0 million for the year ended December 31, 2017 and $14.4 million for the year ended December 31, 2016. As of March 31, 2018, we had an accumulated deficit of $138.0 million.

Our total operating expenses were $32.3 million for the year ended December 31, 2017 and $23.1 million for the year ended December 31, 2016. We anticipate that our expenses will increase substantially due to costs associated with our preclinical activities for our lead product candidates and the advancement of these candidates into Phase 1 clinical trials in the United States, which we expect to initiate by the end of 2018 for ARV-110 and in the first half of 2019 for ARV-471, development activities associated with our other product candidates, research activities in oncology, neurological and other disease areas to expand our pipeline, hiring additional personnel in research, clinical trials, quality and other functional areas, increased expenses incurred with contract manufacturing organizations, or CMOs, to supply us with product for our preclinical and clinical studies, as well as other associated costs including the management of our intellectual property portfolio. In addition, upon the closing of this offering, we expect to incur additional costs associated with operating as a public company.

We do not expect to generate revenue from sales of any product for many years, if ever. Accordingly, we will need to obtain substantial additional funding in connection with our continuing operations. If we are unable to raise capital when needed or on attractive terms, we could be forced to delay, reduce or eliminate our research or product development programs or any future commercialization efforts, or to relinquish valuable rights to our technologies, future revenue streams, research programs or product candidates or grant licenses on terms that may not be favorable to us.

Financial Operations Overview

Revenue

To date, we have not generated any revenue from product sales and do not expect to generate any revenue from the sale of products in the foreseeable future. Our revenues to date have been generated through research collaboration and license agreements. Revenue is recognized ratably over our expected performance period under each agreement. We expect that our revenue for the next several years will be derived primarily from our current collaboration agreements and any additional collaborations that we may enter into in the future. To date, we have not received any royalties under any of the collaboration agreements.

Genentech License Agreement

In September 2015, we entered into an Option and License Agreement with Genentech, Inc. and F. Hoffmann-La Roche Ltd, collectively referred to as Genentech, focused on PROTAC discovery and research for target proteins, or Targets, based on our proprietary platform technology, other than excluded Targets as described below. This collaboration was expanded in November 2017 through an Amended and Restated Option, License and Collaboration Agreement, which we refer to as the Restated Genentech Agreement.

Under the Restated Genentech Agreement, Genentech has the right to designate up to ten Targets for further discovery and research utilizing our PROTAC platform technology. Genentech may designate as a Target any protein to which a PROTAC, by design, binds to achieve its mechanism of

action, subject to certain exclusions. Genentech also has the right to remove a Target from the collaboration and substitute a different Target that is not an excluded Target at any time prior to us commencing research on such Target or in certain circumstances following commencement of research by us.

At the time we entered into the original agreement with Genentech we received an upfront payment of $11.0 million, and at the time we entered into the Restated Genentech Agreement, we also received an additional $34.5 million in upfront payments and expansion target payments for the three expansion Targets currently included in the collaboration. We are eligible to receive up to an aggregate of $27.5 million in additional expansion target payments if Genentech exercises its options for all remaining Targets. We are also eligible to receive payments aggregating up to $44.0 million per Target upon the achievement of specified development milestones; payments aggregating up to $52.5 million per Target (assuming approval of two indications) subject to the achievement of specified regulatory milestones; and payments aggregating up to $60.0 million per PROTAC directed against the applicable Target, subject to the achievement of specified sales milestones. These milestone payments are subject to reduction if we do not have a valid patent claim covering the licensed PROTAC at the time the milestone is achieved. We are also eligible to receive, on net sales of licensed PROTACs, mid-single digit royalties, which may be subject to reductions.

Pfizer License Agreement

In December 2017, we entered into a Research Collaboration and License Agreement with Pfizer, Inc., or Pfizer, setting forth our collaboration to identify or optimize PROTACs that mediate for degradation of target proteins, or Targets, using our proprietary platform technology that are identified in the agreement or subsequently selected by Pfizer, subject to certain exclusions. We refer to this agreement as the Pfizer Collaboration Agreement.

Under the Pfizer Collaboration Agreement, Pfizer has designated a number of initial Targets. For each identified Target, we and Pfizer will conduct a separate research program pursuant to a research plan. Pfizer may make substitutions for any of the initial Target candidates, subject to the stage of research for such Target.

In the three months ended March 31, 2018, we received an aggregate of $28.0 million in upfront payments and certain additional payments under the terms of the Pfizer Collaboration Agreement. We are also entitled to receive further potential option and development and sales-based milestone payments aggregating up to an additional $802.0 million, subject to the achievement of specified development and sales-based milestones for all designated Targets. In addition, we are eligible to receive, on net sales of PROTAC-related products, mid- to high-single digit tiered royalties, which may be subject to reductions.

Prior License Agreements

In April 2015, we entered into a collaboration agreement with Merck Sharp & Dohme Corp. We received an upfront non-refundable payment of $7.0 million, which was recognized as revenue over the total estimated period of performance. The agreement expired in April 2018.

Operating Expenses

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

Research and Development Expenses

Research and development expenses consist primarily of costs incurred for our research activities, including our discovery efforts, and the development of our product candidates, and include:

- salaries, benefits and other related costs, including stock-based compensation expense, for personnel engaged in research and development functions;
- expenses incurred under agreements with third parties, including contract research organizations and other third parties that conduct research and preclinical activities on our behalf as well as third parties that manufacture our product candidates for use in our preclinical and potential future clinical trials;
- costs of outside consultants, including their fees, unit-based compensation and related travel expenses;
- the costs of laboratory supplies and acquiring, developing preclinical studies and clinical trial materials;
- facility-related expenses, which include direct depreciation costs of equipment and allocated expenses for rent and maintenance of facilities and other operating costs; and
- third-party licensing fees.

We expense research and development costs as incurred.

We typically use our employee and infrastructure resources across our development programs, and as such, do not track our internal research and development expenses on a program-by-program basis. We track outsourced development costs and certain personnel costs by product candidate. Other internal costs are not allocated.

The following table summarizes our external research and development expenses by product candidate or development program:

	Year Ended December 31,		Three Months Ended March 31,	
(in thousands)	**2017**	**2016**	**2018**	**2017**
AR program development costs	$ 9,837	$ 3,899	$ 2,189	$ 2,213
ER program development costs	6,660	1,146	747	1,244
Other research and development costs	12,296	14,897	4,208	3,599
Total research and development costs	$28,793	$19,942	$ 7,144	$ 7,056

Research and development activities are central to our business model. We expect that our research and development expenses will continue to increase substantially for the foreseeable future as we advance ARV-110 and ARV-471 into clinical trials, including our Phase 1 clinical trials, and continue to discover and develop additional product candidates.

We cannot reasonably estimate or determine with certainty the duration and costs of future clinical trials of ARV-110 and ARV-471 or any other product candidate we may develop or if, when, or to what extent we will generate revenue from the commercialization and sale of any product candidate for which we obtain marketing approval. We may never succeed in obtaining marketing approval for any product candidate. The successful development and commercialization of our product candidates is highly uncertain. This is due to the numerous risks and uncertainties associated with developing drugs, including the uncertainty of:

- successful completion of preclinical studies;

- successful initiation of clinical trials;
- successful patient enrollment in and completion of clinical trials;
- receipt and related terms of marketing approvals from applicable regulatory authorities;
- obtaining and maintaining patent and trade secret protection and regulatory exclusivity for our product candidates;
- making arrangements with third-party manufacturers, or establishing manufacturing capabilities, for both clinical and commercial supplies of our product candidates;
- establishing sales, marketing and distribution capabilities and launching commercial sales of our products, if and when approved, whether alone or in collaboration with others;
- acceptance of our products, if and when approved, by patients, the medical community and third-party payors;
- obtaining and maintaining third-party coverage and adequate reimbursement;
- maintaining a continued acceptable safety profile of the products following approval; and
- effectively competing with other therapies.

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

General and Administrative Expenses

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

We expect that our general and administrative expenses will increase in the future as we increase our personnel headcount to support increased research and development activities relating to our product candidates. We also expect to incur increased expenses associated with being a public company, including costs of accounting, audit, legal, regulatory and tax-related services associated with maintaining compliance with Nasdaq and SEC requirements; director and officer insurance costs; and investor and public relations costs.

Interest Income (Expense)

Interest income consists of interest income earned on our cash, cash equivalents and short-term investments. Our interest income has decreased due to lower investment balances as we proceeded through 2017. Interest expense consists of interest paid or accrued on our outstanding debt. Interest expense was approximately $50,000 in 2017 and is expected to decrease each year until the debt is paid in full.

Income Taxes

Since our inception in 2013, we have not recorded any U.S. federal or state income tax benefits for the net losses we have incurred in any year or for our federal earned research and development tax credits, due to our uncertainty of realizing a benefit from those items. As of December 31, 2017, we had federal net operating loss carryforwards of $52.3 million, which begin to expire in 2033. As of December 31, 2017 and 2016, we also had federal and state research and development tax credit carryforwards of $1.7 million and $1.0 million, respectively, which begin to expire in 2033 and 2028, respectively.

As of March 31, 2018, Arvinas Holding Company, LLC had four wholly owned subsidiaries organized as C-corporations: Arvinas, Inc., Arvinas Androgen Receptor, Inc., Arvinas Estrogen Receptor, Inc. and Arvinas BRD4, Inc. These subsidiaries are separate filers for federal tax purposes. Net operating loss carryforwards are generated from the C-corporation subsidiaries' filings. We have provided a valuation allowance against the full amount of the deferred tax assets since, in the opinion of management, based upon our earnings history, it is more likely than not that the benefits will not be realized.

In December 2017, the United States enacted the Tax Cuts and Jobs Act, or TCJA. The TCJA significantly changes U.S. corporate income tax laws by, among other provisions, reducing the maximum U.S. corporate income tax rate from 35% to 21% starting in 2018. During the year ended December 31, 2017, we reduced our deferred income tax asset by approximately $7.2 million as a result of the re-measurement of deferred tax assets and liabilities to the new lower statutory rate of 21%. The rate change did not result in an income tax expense as the change was offset by the change in the valuation allowance.

Critical Accounting Policies and Use of Estimates

Our management's discussion and analysis of financial condition and results of operations is based on our consolidated financial statements, which have been prepared in accordance with generally accepted accounting principles in the United States. The preparation of our consolidated financial statements and related disclosures requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities, costs and expenses and the disclosure of contingent assets and liabilities in our consolidated 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.

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

Revenue Recognition

Revenues from Contracts

As discussed in Note 2 to our consolidated audited financial statements appearing at the end of this prospectus, we adopted Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers* as of January 1, 2017 using the full retrospective method. For the year ended December 31, 2016, the effect of the changes in revenue recognition under ASC 606 was immaterial from the amount that was reported under the previous guidance.

Our revenue is generated through research collaboration and license agreements with pharmaceutical partners. The terms of these agreements contain multiple goods and services which may include (i) licenses, (ii) research and development activities and (iii) participation in joint research and development steering committees. The terms of these agreements may include non-refundable upfront license or option fees, payments for research and development activities, payments upon the achievement of certain milestones, and royalty payments based on product sales derived from the collaboration. Under ASC 606, we evaluate whether the license agreement, research and development services, and participation in research and development steering committees, represent separate or combined performance obligations. We have determined that these services within our existing contracts represent a combined single performance obligation.

The research collaboration and license agreements typically include contingent milestone payments related to specified preclinical and clinical development milestones and regulatory and commercialization/sales milestones. We evaluate the milestones to determine if the milestones represent variable consideration or options. We consider whether options included in a collaborative arrangement contain material rights. In the event the options do not provide a material right at the onset of the contract, the options are accounted for if and when exercised.

Revenue is recognized ratably over our expected performance period under each respective arrangement. We make our best estimate of the period over which we expect to fulfill our performance obligations, which includes technology transfer assistance and research activities. Factors considered in determining the performance period include the evaluation of the work plan and estimated timeline, the consideration of delays and reperformance of development activities, the length of the license agreement, and the anticipation of substitution targets being named. Given the uncertainties of these collaboration arrangements, significant judgement is required to determine the duration of the performance period.

For the years ended December 31, 2017 and 2016, transaction price allocated to the combined performance obligation identified under the agreements was recognized as revenue on a straight-line basis over the estimated performance period under each respective arrangement. Straight-line basis was considered the best measure of progress in which control of the combined obligation transfers to the customers, due to the contract containing license rights to technology, research and development services, and joint committee participation, which in totality are expected to occur ratably over the performance period.

Our contracts may also call for certain sales-based royalty payments upon successful commercialization of products directed to a designated target. In accordance with ASC 606-10-55-65, we recognize revenues from sales-based royalty payments at the later of (i) the occurrence of the subsequent sale; or (ii) the performance obligation to which some or all of the sales-based royalty has been allocated has been satisfied (or partially satisfied). We anticipate recognizing royalties if and when subsequent sales are generated by the customer from the use of the technology. To date, no revenue from royalty payments has been recognized for any periods.

Amounts received prior to satisfying the above revenue recognition criteria are recorded as a contract liability in our accompanying consolidated balance sheets.

Incentive Units

Prior to this offering, we issued equity-based compensation awards to employees and non-employees through the granting of incentive units. We have periodically granted incentive units to employees and non-employees, which generally vest over a four-year period. The incentive units represent a separate substantive class of equity with defined rights within our LLC Operating

Agreement. The incentive units represent profit interest in the increase in the value of the entity over a participation threshold, as determined at the time of grant. The holder, therefore, has the right to participate in distributions of profits only in excess of such participation threshold. The participation threshold is based on the valuation of the incentive unit on or around the grant date.

We account for unit-based compensation in accordance with ASC 718, *Compensation-Stock Compensation* (ASC 718). In accordance with ASC 718, compensation cost is measured at estimated fair value and is included as compensation expense over the vesting period during which an employee provides service in exchange for the award.

We use a Black-Scholes option pricing model to determine fair value of our incentive units, due to the existence of a participation threshold. The Black-Scholes option pricing model includes various assumptions, including the expected life of incentive units, the expected volatility and the expected risk-free interest rate. These assumptions reflect our best estimates, but they involve inherent uncertainties based on market conditions generally outside our control. As a result, if other assumptions had been used, unit-based compensation cost could have been materially impacted. Furthermore, if we use different assumptions for future grants, unit-based compensation cost could be materially impacted in future periods.

As there has been no public market for our common units to date, the estimated fair value of our common units has been determined by our board of directors as of the date of each incentive unit grant, with input from management, considering our most recently available third-party valuations of common stock units. Valuations are updated when facts and circumstances indicate that the most recent valuation is no longer valid, such as changes in the stage of our development efforts, various exit strategies and their timing, and other scientific developments that could be related to the valuation of our company, or, at a minimum, annually. 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*. Our profit interest valuations in 2016, 2017 and January 2018 were prepared using a market approach, specifically the subject company transaction method. The subject company transaction method solves for the total equity value which allocates a probability-weighted present value to the series B preferred unit holders consistent with the investment amount of that financing round adjusted to account for the impact of progress or changes in the business since the closing of the series B financing. Our profit interest valuation as of March 31, 2018 was prepared using the income and market approaches simultaneously. Under the income approach, the hybrid method was used, which is a combination of the probability weighted expected return method, or PWERM, and the option pricing method, or OPM. Under the market approach, the subject company transaction method was used. Within both the PWERM and OPM, the subject company transaction method was used to solve for the total equity value which allocates a probability weighted present value to the series C preferred unit holders consistent with the investment amount of that financing round.

These third-party valuations resulted in participation thresholds of $127.1 million as of December 31, 2017 and $270.8 million as of March 31, 2018. Fair value estimates of underlying shares will no longer be necessary to determine the fair value of new equity awards once the underlying shares begin trading in the public market.

In connection with the Conversion, incentive units in Arvinas LLC will be exchanged for common stock and restricted common stock of Arvinas, Inc. The following table summarizes by grant date the number of incentive units granted from January 1, 2016 through March 31, 2018, the participation threshold price per incentive unit and the pro forma number of shares of common stock that will be issued in the Conversion for each grant of incentive units:

Grant Date	Incentive Units Granted	Outstanding Incentive Units as of March 31, 2018	Participation Threshold Price ($)	Pro Forma Common Stock Issued in Respect of Incentive Units(1)
2/9/2016	229,768	115,795	127,077,101	
2/10/2016	2,027,849	901,100	127,077,101	
5/17/2016	105,000	105,000	127,077,101	
5/19/2016	50,000	31,250	127,077,101	
9/1/2016	960,926	626,238	127,077,101	
12/13/2016	271,472	271,472	124,167,262	
3/23/2017	1,377,752	1,377,752	124,167,262	
7/12/2017	271,913	271,913	124,167,262	
9/8/2017	1,969,128	1,969,128	124,167,262	
9/28/2017	121,456	121,456	124,167,262	
1/31/2018	517,596	517,596	127,149,467	

(1) Certain of the shares of common stock issued in respect of incentive units will continue to be subject to vesting in accordance with the vesting schedule applicable to such incentive units. Common stock issued in respect of incentive units assumes a per share fair value of $, which is the midpoint of the price range set forth on the cover of this prospectus. See “Corporate Conversion” for additional information on the Conversion.

In May 2018, we issued 3,231,669 additional incentive units at a participation threshold price per incentive unit of $270.8 million.

New Accounting Pronouncements

For information on new accounting standards, see Note 2 to our consolidated audited financial statements appearing at the end of this prospectus.

Results of Operations

Comparison of Three Months Ended March 31, 2018 and 2017

Revenues

Revenues for the three months ended March 31, 2018 were $4.1 million, compared with $1.7 million for the three months ended March 31, 2017. The increase of $2.4 million was due to an increase in license and rights to technology and research and development activities of $2.4 million related to the Pfizer Collaboration Agreement that was initiated in January 2018 and the Restated Genentech Agreement that was initiated in November 2017.

Research and Development Expenses

Research and development expenses for each of the three months ended March 31, 2018 and 2017 were $7.1 million. There was an increase of $0.4 million in employee-related costs as we increased employee headcount to support our exploratory and collaborative efforts, offset by the receipt of grant monies of $0.2 million that are recorded as an offset to research and development

expenses and a decrease in outside services of $0.1 million. Direct research expenses related to our AR program remained relatively stable in total between these periods while our ER program expenses decreased by $0.5 million as the programs moved from lead optimization to IND-enabling activities. Costs are expected to increase through 2018 in each of the programs from the first quarter of 2018 as additional IND-enabling studies are conducted and as both programs approach an IND in the second half of 2018.

General and Administrative Expenses

General and administrative expenses were $1.2 million for the three months ended March 31, 2018, compared with $0.9 million for the three months ended March 31, 2017. The increase of $0.3 million was primarily due to an increase of $0.3 million in patent and corporate legal fees and other professional fees, partially offset by a decrease in salaries and related costs of $0.1 million. The decrease in salaries and related costs is due to severance payments made in 2017, partially offset by an increase in stock compensation expense.

Other Income (Expenses)

Other income (expenses) was $0.1 million for each of the three months ended March 31, 2018 and March 31, 2017. Other income (expense) is comprised primarily of interest income, interest expense, changes in the fair value of a preferred unit warrant, and refundable state research and development credits. Interest income was $0.2 million for the three months ended March 31, 2018, compared with $0.1 million for the three months ended March 31, 2017. The increase in interest income was the result of higher average cash, cash equivalent and short-term investment balances in the three months ended March 31, 2018 compared to the three months ended March 31, 2017.

Comparison of Years Ended December 31, 2017 and 2016

Revenues

Revenues for the year ended December 31, 2017 were $7.6 million, compared with $6.7 million for the year ended December 31, 2016. The increase in revenue of $0.9 million was from license rights to technology and research and development activities primarily related to our Genentech collaboration, including revenue associated with the Restated Genentech Agreement.

Research and Development Expenses

Research and development expenses for the year ended December 31, 2017 were $28.8 million, compared with $20.0 million for the year ended December 31, 2016. The increase of $8.8 million was primarily due to an increase in direct research expenses of $5.9 million related to our AR program and $5.5 million related to our ER program, partially offset by a $2.6 million decrease in our platform and exploratory targets spending and by a decrease in grant monies received. The increase in AR program and ER program expenses was primarily due to lead optimization activities to select clinical candidates in both programs.

General and Administrative Expenses

General and administrative expenses were $3.5 million for the year ended December 31, 2017, compared with $3.2 million for the year ended December 31, 2016. The increase of $0.3 million was primarily due to an increase of $0.6 million in legal fees related to patent costs and other professional fees, partially offset by a decrease in recruiting costs of $0.3 million.

Other Income (Expenses)

Other income (expenses) was $0.7 million for the year ended December 31, 2017, compared with $2.0 million for the year ended December 31, 2016. We recorded a gain on the forgiveness of debt of $1.0 million in 2016 related to an Assistance Agreement with the State of Connecticut. Interest income was $0.2 million for the year ended December 31, 2017, compared with $0.4 million for the year ended December 31, 2016. The decrease in interest income was the result of our lower average cash, cash equivalent and short-term investment balances for the year ended December 31, 2017 compared to the year ended December 31, 2016.

Liquidity and Capital Resources

Sources of Liquidity

We do not currently have any approved products and have never generated any revenue from product sales. To date, we have financed our operations primarily through the sale of preferred units and through payments from collaboration partners, grant funding and loans from the State of Connecticut. Through March 31, 2018, we raised approximately $111.9 million in gross proceeds from the sale of series A, series B and series C convertible preferred units, and had received an aggregate of $86.7 million in payments from collaboration partners, grant funding and loans from the State of Connecticut.

Cash Flows

Our cash, cash equivalents and marketable securities totaled $112.7 million as of March 31, 2018, $39.2 million as of December 31, 2017 and $35.6 million as of December 31, 2016. We had an outstanding loan balance of $0.3 million as of March 31, 2018, $0.3 million as of December 31, 2017 and $0.5 million as of December 31, 2016.

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

	Year Ended December 31,		Three Months Ended March 31,	
(in thousands)	2017	2016	2018	2017
Net cash provided by (used in) operating activities	$ 5,113	$(19,403)	$ 19,299	$(7,075)
Net cash provided by (used in) investing activities	20,872	(20,113)	(44,339)	2,515
Net cash provided by (used in) financing activities	(161)	(150)	54,958	(39)
Increase (decrease) in cash and cash equivalents	$25,824	$(39,666)	$ 29,918	$(4,599)

Operating Activities

Net cash provided by operating activities for the three months ended March 31, 2018 was $19.3 million, consisting of a $25.0 million up-front payment received from a collaboration partner and previously recorded as an account receivable, partially offset by our net loss of $4.2 million, a reduction in deferred revenue of $1.1 million, and a net reduction in accrued expenses and accounts payable of $0.6 million. The reduction in deferred revenue is primarily due to $4.1 million of revenue recognized, partially offset by $3.0 million in target payments received from a collaboration partner.

Net cash used in operating activities for the three months ended March 31, 2017 was $7.1 million, consisting of our net loss of $6.2 million and a $1.1 million decrease in net operating assets and liabilities, partially offset by non-cash charges of $0.2 million. Changes in operating assets and liabilities was primarily related to a decrease in deferred revenue of $1.7 million for revenue recognized during the period, partially offset by a net increase of $0.6 million in accounts payable and accrued expenses.

Net cash provided by operating activities for the year ended December 31, 2017 was $5.1 million, consisting of an increase of $51.9 million in deferred revenue, a net increase of $0.9 million in accrued expenses and accounts payable, and non-cash charges of $0.9 million, partially offset by our net loss of $24.0 million and an increase in account and other receivables of $24.6 million. The increase in deferred revenue was due to $34.5 million in up-front payments received from a collaboration partner and a $25.0 million up-front payment from a collaboration partner included in account receivable, reduced by $7.6 million of recognized deferred revenue. Our non-cash charges totaling $0.9 million included depreciation, unit-based compensation expense, and accretion on short-term investments.

Net cash used in operating activities for the year ended December 31, 2016 was $19.4 million, consisting of our net loss of $14.4 million and a decrease of $5.5 million in net operating assets and liabilities, partially offset by non-cash charges of $0.5 million. Changes in operating assets and liabilities was primarily related to a decrease in deferred revenue of $6.6 million for revenue recognized during the year, a $0.7 million decrease in other receivables and prepaid assets, partially offset by an increase of $1.7 million in accounts payable and accrued expenses.

Investing Activities

Net cash used in investing activities for the three months ended March 31, 2018 was $44.3 million, attributable to the net investment of excess cash of $43.7 million and the purchases of property and equipment of $0.6 million.

Net cash provided by investing activities for the three months ended March 31, 2017 was $2.5 million, attributable to the sale of marketable securities of $3.0 million, partially offset by the purchase of property and equipment of $0.5 million.

Net cash provided by investing activities for the year ended December 31, 2017 was $20.9 million, attributable to the maturities and sales of marketable securities of $25.1 million, partially offset by the purchase of new marketable securities of $3.2 million and the purchases of property and equipment of $1.0 million.

Net cash used in investing activities for the year ended December 31, 2016 was $20.1 million, attributable to the net investment of excess cash of $19.8 million and the purchases of property and equipment of $0.3 million.

Financing Activities

Net cash provided by financing activities for the three months ended March 31, 2018 was $55.0 million, attributable to the net proceeds from the sale of series C preferred units, partially offset by payments on our long-term debt.

Net cash used in financing activities for the three months ended March 31, 2017 was $0.1 million for payments on our long-term debt.

Net cash used in financing activities for the year ended December 31, 2017 was $0.2 million for payments on our long-term debt.

Net cash used in financing activities for the year ended December 31, 2016 was $0.1 million for payments on our long-term debt.

Funding Requirements

Since our inception, we have incurred significant operating losses. We expect to continue to incur significant expenses and increasing operating losses for the foreseeable future as we advance the

preclinical and clinical development of our product candidates. In addition, upon the closing of this offering, we expect to incur additional costs associated with operating as a public company.

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

- initiate a planned Phase 1 clinical trial of our product candidate, ARV-110, in men with mCRPC;
- initiate a planned Phase 1 clinical trial of our product candidate, ARV-471, in women with metastatic ER+ breast cancer;
- apply our PROTAC platform to advance additional product candidates into preclinical and clinical development;
- expand the capabilities of our PROTAC platform;
- seek marketing approvals for any product candidates that successfully complete clinical trials;
- ultimately establish a sales, marketing and distribution infrastructure and scale up external manufacturing capabilities to commercialize any products for which we may obtain marketing approval;
- expand, maintain and protect our intellectual property portfolio;
- hire additional clinical, regulatory and scientific personnel; and
- add operational, financial and management information systems and personnel to support our research, product development and future commercialization efforts and support our operations as a public company.

We believe that the net proceeds from this offering, together with our existing cash, cash equivalents and marketable securities, will enable us to fund our operating expenses and capital expenditure requirements through at least . We have based this estimate on assumptions that may prove to be wrong, and we could use our capital resources sooner than we currently expect. This estimate also assumes that we do not obtain any additional funding through collaborations or other strategic alliances, including under the license and option agreements that we entered into with Pfizer and Genentech. Our future capital requirements will depend on many factors, including:

- the progress, costs and results of our planned Phase 1 clinical trials for ARV-110 and ARV-471 and any future clinical development of ARV-110 and ARV-471;
- the scope, progress, costs and results of preclinical and clinical development for our other product candidates and development programs;
- the number and development requirements of other product candidates that we pursue, including our neurodegenerative research programs;
- the success of our collaborations with Pfizer and Genentech;
- the costs, timing and outcome of regulatory review of our product candidates;
- the costs and timing of future commercialization activities, including product manufacturing, marketing, sales and distribution, for any of our product candidates for which we receive marketing approval;
- the revenue, if any, received from commercial sales of our product candidates for which we receive marketing approval;
- the costs and timing of preparing, filing and prosecuting patent applications, maintaining and enforcing our intellectual property rights and defending any intellectual property-related claims; and

- our ability to establish collaboration arrangements with other biotechnology or pharmaceutical companies on favorable terms, if at all, for the development or commercialization of our product candidates.

As a result of these anticipated expenditures, we will need to obtain substantial additional financing in connection with our continuing operations. Until such time, if ever, as we can generate substantial revenue from product sales, we expect to finance our cash needs through a combination of equity offerings, debt financings, collaborations, strategic alliances and marketing, distribution or licensing arrangements. Although we may receive potential future payments under our collaborations with Pfizer and Genentech, we do not currently have any committed external source of funds. Adequate additional funds may not be available to us on acceptable terms, or at all. If we are unable to raise capital when needed or on attractive terms, we may be required to delay, limit, reduce or terminate our research, product development programs or any future commercialization efforts or grant rights to develop and market product candidates that we would otherwise prefer to develop and market ourselves.

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 acquisitions or capital expenditures or declaring dividends.

If we raise additional funds through collaborations, strategic alliances or marketing, distribution 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 grant licenses on terms that may not be favorable to us.

Contractual Obligations

The following is a summary of our significant contractual obligations as of December 31, 2017:

		Payments Due by Period			
Contractual Obligation (in thousands)	**Total**	**Less Than 1 Year**	**More Than 1 Year and Less Than 3**	**More Than 3 years and Less Than 5**	**More Than 5 years**
Operating lease obligation(1)	$2,925	$ 554	$ 1,193	$ 1,178	$ —
Minimum license obligations(2)	$ 375	$ 75	$ 150	$ 150	$ —
Sponsored research agreements(3)	$ 581	$ 541	$ 40	$ —	$ —
Long-term debt(4)	$ 344	$ 174	$ 170	$ —	$ —

(1) Represents future minimum lease payments under our operating leases and equipment for office and lab space in New Haven, Connecticut that expire in October 2021 and February 2027.

(2) Represents minimum annual license fee under our license agreement with Yale University. The license agreement requires annual payments of $75,000 until the first sale to a third party of any licensed product, as defined in the agreement. Management cannot estimate if or when there may be a sale of a licensed product. These amounts do not include any potential contingent payments upon the achievement by us of specified clinical, regulatory and commercial events, as applicable, or patent prosecution or royalty payments we may be required to make. We have excluded these potential payments in the contractual obligations table because the timing and likelihood of these contingent payments are not currently known and would be difficult to predict or estimate. See “Business—Licenses and Strategic Collaborations” for additional information about the license agreement, including with respect to potential payments thereunder.

(3) Represents payments due under research agreements based on expected completion date of research activities.
(4) See Note 8 to the consolidated audited financial statements as of and for the years ended December 31, 2017 and 2016 appearing at the end of this prospectus.

In August 2013, we entered into a Loan Agreement, or Loan, with Connecticut Innovations, Inc., or CII, the strategic venture capital arm and a component unit of the State of Connecticut. Under the Loan, we borrowed $750,000 for the purchase of laboratory equipment, information technology equipment and leasehold improvements. Interest on the Loan is compounded on a monthly basis at a rate of 7.50% per annum. The Loan provided for monthly, interest-only payments for ten months. Beginning on June 1, 2015 we were required to make monthly principal and interest payments through July 31, 2019. We can prepay the amount due at any time without premium or penalty. The Loan is secured by substantially all of our assets. The amount outstanding under the Loan was $0.3 million as of December 31, 2017 and $0.5 million as of December 31, 2016. In connection with the issuance of the Loan, we granted CII a warrant to purchase 110,116 shares of our series A preferred units at a purchase price of $0.6811 per share, with a seven-year term from the date of issuance. If not previously exercised or exchanged, the warrant will be exercised in connection with the Conversion.

In January 2014, we entered into an Assistance Agreement with the State of Connecticut, or Assistance Agreement. Under the terms of the Assistance Agreement, we borrowed $2.5 million. Borrowings under the Assistance Agreement are forgivable if we maintain a minimum number of full time jobs in the State of Connecticut for a minimum period at a minimum annual salary. Borrowings under the Assistance Agreement bear an interest rate of 1.00% per annum and interest payments are required on a monthly basis for 60 months. Thereafter, the note begins to fully amortize through month 120, maturing in February 2024. As of March 31, 2018, the full principal amount under the Assistance Agreement has been forgiven. While borrowings under the Assistance Agreement have been forgiven, we remain subject to an ongoing covenant to be located in the State of Connecticut through January 2024. Upon violation of this covenant we would be required to repay the full original funding amount of $2.5 million plus liquidated damages of 7.50%.

Pursuant to our license agreement with Yale, we are required to pay Yale, subject to the achievement of specified development and regulatory milestones, payments aggregating up to approximately $3.0 million for the first licensed product and up to approximately $1.5 million for the second licensed product. We are not required to make any milestone payments for any licensed products beyond the first two. While the agreement remains in effect, we are required to pay Yale low-single digit royalties on aggregate worldwide net sales of certain licensed products, which may be subject to reductions.

Off-Balance Sheet Arrangements

We have not entered into any off-balance sheet arrangements and do not have any holdings in variable interest entities.

Quantitative and Qualitative Disclosures about Market Risk

We are exposed to market risks in the ordinary course of our business. These risks primarily include interest rate sensitivities. Our interest-earning assets consist of cash, cash equivalents, and marketable securities. Interest income earned on these assets was $201,000 in 2017 and $428,000 in 2016. Our interest income is sensitive to changes in the general level of interest rates, primarily U.S. interest rates. At December 31, 2017, our cash equivalents consisted of bank deposits and money market funds, and our marketable securities included interest-earning securities. Such interest-earning

instruments carry a degree of interest rate risk; however, historical fluctuations in interest income have not been significant for us. Our outstanding debt was $343,500 as of December 31, 2017 and $504,863 as of December 31, 2016 and carries a fixed interest rate of 7.50% per annum.

Emerging Growth Company Status

As an “emerging growth company,” the Jumpstart Our Business Startups Act of 2012 allows us to delay adoption of new or revised accounting standards applicable to public companies until such standards are made applicable to private companies. However, we have irrevocably elected not to avail ourselves of this extended transition period for complying with 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.

BUSINESS

Overview

We are a biopharmaceutical company dedicated to improving the lives of patients suffering from debilitating and life-threatening diseases through the discovery, development and commercialization of therapies to degrade disease-causing proteins. We use our proprietary technology platform to engineer proteolysis targeting chimeras, or PROTACs, that are designed to harness the body's own natural protein disposal system to selectively and efficiently degrade and remove disease-causing proteins. We believe that our targeted protein degradation approach is a new therapeutic modality that may provide distinct advantages over existing modalities, including traditional small molecule therapies and gene-based medicines. Our small molecule PROTAC technology has the potential to address a broad range of intracellular disease targets, including those representing the up to 80% of proteins that cannot be addressed by existing small molecule therapies, commonly referred to as undruggable targets. We are using our PROTAC platform to build an extensive pipeline of protein degradation product candidates to target diseases in a wide range of organ systems and tissues. We are preparing to advance our lead product candidates, ARV-110 and ARV-471, into Phase 1 clinical trials. We expect to initiate a Phase 1 clinical trial for ARV-110 in men with metastatic castration-resistant prostate cancer, or mCRPC, in the second half of 2018 and a Phase 1 clinical trial for ARV-471 in women with metastatic ER positive / HER2 negative breast cancer, or ER+ breast cancer, in the first half of 2019.

We have designed and optimized our proprietary platform for the discovery of PROTAC therapeutics to address diseases caused by abnormal proteins or aberrant protein expression. We engineer our PROTACs to tag a target protein for degradation through the ubiquitin proteasome system, one of the cell's natural protein disposal systems, and then to iteratively degrade additional target protein molecules. Our experienced scientific team has developed our PROTAC platform, including a proprietary synthetic PROTAC matrix, to rapidly identify and optimize efficient protein degraders with tunable properties relating to potency, selectivity and method of delivery. We have combined the potential of our PROTAC technology with our specialized knowledge to obtain encouraging preclinical results, successfully degrading more than 90% of all proteins that we have targeted. We have developed PROTACs that are capable of being delivered through multiple routes of administration, including oral delivery, as well as PROTACs that are able to penetrate the blood brain barrier.

Our two lead product candidates are ARV-110 and ARV-471. We are developing ARV-110, a PROTAC targeting the androgen receptor protein, or AR, for the treatment of men with mCRPC. We expect to submit an investigational new drug application, or IND, to the U.S. Food and Drug Administration, or FDA, for ARV-110 in the second half of 2018, initiate a Phase 1 trial by the end of 2018 and receive preliminary clinical data in the second half of 2019. This Phase 1 trial will assess the safety, tolerability and pharmacokinetics of ARV-110 and also include measures of anti-tumor activity as secondary endpoints, including reduction in prostate specific antigen, or PSA, a well-recognized biomarker of prostate cancer progression. We are developing ARV-471, a PROTAC targeting the estrogen receptor protein, or ER, for the treatment of women with metastatic ER+ breast cancer. We expect to submit an IND to the FDA for ARV-471 in the first half of 2019, initiate a Phase 1 trial in the first half of 2019 and receive preliminary clinical data in 2020. This Phase 1 trial will assess the safety, tolerability and pharmacokinetics of ARV-471 and also include measures of anti-tumor activity as secondary endpoints. In our preclinical studies, these lead product candidates have demonstrated potent and selective protein degradation. We believe these product candidates have the potential to achieve clinical superiority to conventional small molecule standard-of-care agents and address specific unmet needs, including drug resistance. We believe favorable clinical trial results in these initial oncology programs would provide validation of our platform as a new therapeutic modality

for the potential treatment of diseases caused by dysregulated intracellular proteins regardless of therapeutic area.

In addition to our lead product candidates, we are expanding our pipeline by utilizing our platform to potentially address currently undruggable targets. Unlike existing small molecule inhibitor therapies, our PROTACs can degrade proteins using any available binding site, including low-affinity active binding sites or non-functional binding sites, bringing biological utility to ligands that would otherwise be ineffective. While some gene-based medicines are also seeking to address undruggable targets, our PROTACs confer the advantages of traditional small molecule therapies, such as broad tissue distribution, multiple routes of administration, including oral delivery, a well-established development pathway and relative ease of manufacturing.

We are further diversifying our pipeline by developing new PROTACs against targets for which we believe protein degradation offers advantages to existing therapeutic modalities. For example, we are pursuing targets for the treatment of neurodegenerative diseases. We have engineered PROTACs that, in preclinical studies, have successfully achieved blood brain barrier penetration, a key step in developing drugs with the potential to treat neurodegenerative targets. We believe there are many other indications for which our PROTAC technology may be advantageous. In an effort to realize the full potential of our PROTAC platform, our ongoing strategic collaborations with Pfizer Inc., or Pfizer, and Genentech, Inc. and F. Hoffman-La Roche Ltd, collectively referred to as Genentech, address targets across multiple therapeutic areas.

We have been a leader in the field of directed protein degradation using chimeric small molecules since our founding in 2013. Our PROTAC technology platform has its origins in work performed at Yale University, or Yale, by our scientific founder and Chief Scientific Advisor, Professor Craig Crews, a leading researcher in the field of protein degradation. We have assembled a scientific team with extensive know-how and translational medicine expertise to develop PROTACs with features not previously disclosed in published third-party studies. Our management team draws on extensive experience in all phases of drug discovery and development gained at large pharmaceutical and biotechnology companies to continue to advance our product pipeline and expand the capabilities of our platform. Additionally, Professor Crews continues to provide important scientific guidance and insights to us through ongoing research, consulting and advisory arrangements.

Our Strategy

Our goal is to improve the lives of patients suffering from debilitating and life-threatening diseases through the discovery, development and commercialization of therapies to degrade disease-causing proteins. We believe that our targeted protein degradation approach using our proprietary PROTAC technology is a new therapeutic modality with the potential to provide distinct advantages over existing modalities and to address a broad range of targets, including undruggable targets. The key elements of our strategy are to:

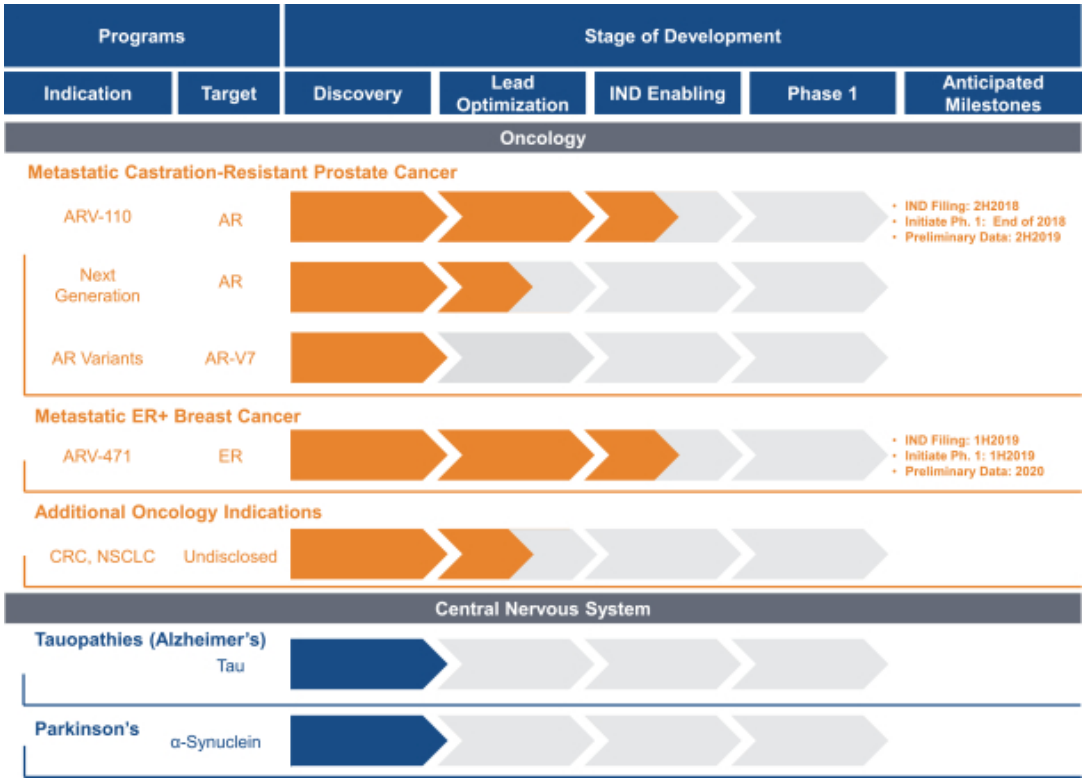
- **Advance clinical development of our lead programs, which address the well-understood oncology targets AR and ER, to validate our PROTAC platform.** Our strategy for our PROTAC platform includes the initial pursuit of oncology targets with well-understood biology, well-characterized disease models and established biomarkers. We expect to initiate a Phase 1 clinical trial for ARV-110 in men with mCRPC in the second half of 2018 and a Phase 1 clinical trial for ARV-471 in women with metastatic ER+ breast cancer in the second half of 2019. We believe favorable clinical trial results in these initial oncology programs would validate the broader therapeutic potential of our PROTAC platform.
- **Utilize our PROTAC platform to address undruggable targets.** We are applying our platform to develop treatments for diseases associated with a prioritized subset of the up to

80% of proteins that cannot be addressed by existing small molecule therapies, commonly referred to as undruggable targets. Our platform enables us to build PROTACs with the potential to degrade these proteins through the cell's natural protein degradation process using any available binding site, including low-affinity active binding sites or non-functional binding sites, bringing biological utility to ligands that would otherwise be inactive.

- **Apply our PROTAC platform to develop new therapeutics with distinct advantages over existing modalities, including gene-based medicines.** We intend to address targets for which we believe protein degradation and the tunable features of our PROTACs offer advantages compared to existing therapeutic modalities. For example, unlike gene-based medicines, our PROTACs confer the advantages of traditional small molecule therapies, such as broad tissue distribution, multiple routes of administration, including oral delivery, a well-established development pathway and relative ease of manufacturing. In addition, we have engineered PROTACs that, in preclinical studies, have successfully achieved blood brain barrier penetration, creating potential opportunities for our PROTAC technology in neurodegenerative diseases. We also believe there are many other indications for which our technology may be advantageous, including autoimmune, anti-infective and inflammatory conditions.
- **Continue to expand the capabilities of our PROTAC platform and the breadth of our intellectual property portfolio**. We are committed to continued investment in our research and development activities to expand the capabilities of our PROTAC platform and the breadth of our intellectual property portfolio. This includes: research of E3 ligases, key proteins in the ubiquitin proteasome system, that may have tissue-specific or disease-specific features, and discovery of binding ligands; discovery of additional blood brain barrier penetrant PROTACs; and improvement of our PROTAC design and optimization processes. In addition to our internal research and development efforts, our agreements with Yale provide us with rights to future discoveries from the laboratory of Professor Crews, our scientific founder and Chief Scientific Advisor. We intend to continue to pursue new scientific and therapeutic insights and PROTAC research to strengthen our position as a leader in protein degradation using chimeric small molecules. We have exclusive worldwide rights to our platform technology, as well as patent applications pending for composition of matter in the United States and key countries for our ARV-110 and ARV-471 product candidates and our exploratory programs. We also have patents and pending patent applications for broad platform coverage for other PROTACs using specific E3 ligases.
- **Selectively collaborate to realize the full potential of our platform.** We are building an extensive pipeline of product candidates using our PROTAC platform for which we retain full development and commercialization rights across a wide range of diseases. In an effort to realize the full potential of our PROTAC platform, our ongoing strategic collaborations with Pfizer and Genentech address targets across multiple therapeutic areas. We plan to continue to selectively pursue collaborations with leading biopharmaceutical companies with specialized capabilities or know-how, including development and commercial expertise and capabilities. We believe this selective approach to collaboration will further broaden the therapeutic reach of our PROTAC platform, as well as complement and expand our internal development expertise.

Our Product Pipeline

Our platform has generated several promising degradation product candidates that may be capable of targeting diseases in a wide range of organ systems and tissues. We and our collaborators have initiated programs across multiple therapeutic areas with the goal of developing and delivering life-changing therapies to patients in need. Our lead therapeutic programs, for which we retain full worldwide development and commercialization rights, are summarized in the table below.



In addition to the programs above and our early-stage development collaborations with Pfizer and Genentech, we are conducting exploratory research and development work on multiple other undisclosed targets.

Our Focus

The Role of Proteins in Disease

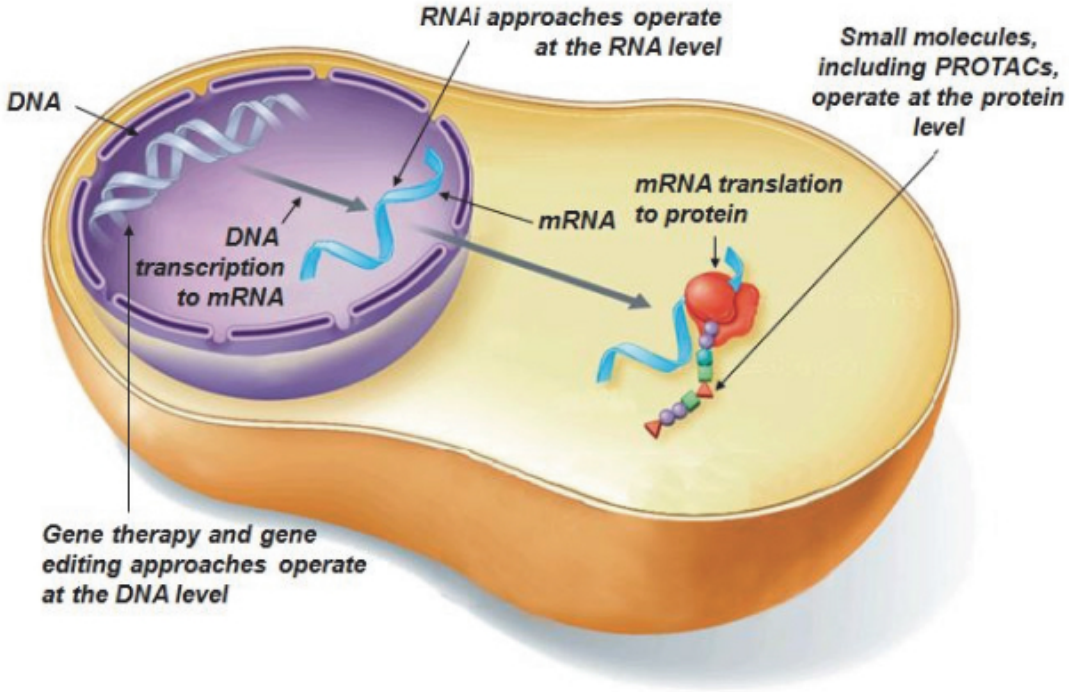
Human cells produce tens of thousands of different proteins, the entirety of which is referred to as the proteome. Proteins are responsible for many structural, functional and regulatory processes in cells.

Proteins are large, complex biomolecules made through a series of steps based on instructions carried from deoxyribonucleic acid, or DNA, the genetic “blueprint” within the cell. Generally, sequences of DNA are converted into messenger ribonucleic acid, or mRNA, during a process called

transcription. mRNA provides the template that specifies the assembly of a particular sequence of amino acids into proteins during a process known as translation. The amino acid sequence dictates, among other things, the conformation, or 3-D shape, of the resulting protein. Proteins can have complex shapes, with multiple chains of amino acids folding together in some cases to reach a final form. The final form of the protein, as well as the timing, location and concentration of its expression within the cell, is essential to the protein's intended function.

In healthy cells, the transcription and translation processes contribute to producing properly folded proteins in the right amounts and at the correct times to ensure normal cell health and function. This balance can be disrupted by a variety of events and factors, such as cellular stress, genetic mutations and transcriptional or translational errors, which can then lead to cellular overexpression, abnormal production rates, misfolding or mutations of proteins. When proteins are overexpressed or mutated a wide variety of diseases can result. For example, it is well documented that overexpression of androgen receptor, a nuclear hormone receptor, is implicated in prostate cancer. Similarly, overexpression of estrogen receptor is known to be associated with breast cancer. In neurodegenerative diseases, abnormal deposition of misfolded or aggregated proteins in the brain, including the intraneuronal aggregation of the microtubule-associated protein tau, are associated with Alzheimer's Disease. Recent genomic advances continue to implicate the role of specific proteins in many disease states.

There are multiple therapeutic approaches, both approved and in development, to treat diseases caused by abnormal proteins or aberrant protein expression. Each operates at a different point in the lifecycle of the protein, as illustrated in the following graphic:



Small Molecule Inhibitors, Gene Therapy and Gene Editing

Traditional small molecules seek to block or inhibit the expression or function of an errant protein. While there are numerous examples of safe and effective small molecule therapies, their efficacy can be limited by weak or incomplete binding of the therapeutic molecule to the relevant binding site on the protein, the cell's ability to counteract the inhibitory effect of the drug by producing more of the protein, mutation of the target, or evolution of the cell to rely on alternate pathways. These cellular responses often result in a need for higher dosing levels, which can in turn introduce safety challenges from off-target and toxic effects, or drug resistance.

Gene therapy approaches act by augmenting the errant protein with normal protein by using viral vectors to introduce DNA from an exogenous source that codes for a functional protein. While there have been promising advances in this field, including the recent approval of Luxturna for the treatment of an inherited retinal disease caused by a genetic mutation, the fundamental approach is limited by delivery, expression efficacy, pre-treatment conditioning, durability and manufacturing challenges that curtail the practical utility of gene therapy.

Gene editing or gene silencing approaches such as CRISPR/Cas9, RNA interference and antisense act by either correcting or inactivating, or knocking out, the gene that would otherwise be transcribed and translated to express the errant protein. By correcting or knocking out the gene, the errant protein is never made, preventing its downstream negative effects. In the case of CRISPR/Cas9, the resulting modification of the gene occurs at the DNA level and is believed to be irreversible. While there are examples of approved therapies in this field, such as Mipomersen for a form of hypercholesterolemia, that have the potential to correct specific genetic defects, gene editing and gene silencing approaches generally face delivery, stability, biodistribution, specificity and selectivity challenges, in addition to significant manufacturing hurdles.

Protein Degradation

When proteins become old, mutated, misfolded or simply have served their purpose, they are naturally degraded by the body through the ubiquitin proteasome system in which cells mark or tag a particular protein for disposal by attaching several molecules of the small regulatory protein ubiquitin to the protein to be disposed. This process generally proceeds along the following steps in rapid sequence:

- The E1 enzyme activates ubiquitin, which is then transferred to an E2 enzyme.
- An E3 ubiquitin ligase, or E3 ligase, transfers the ubiquitin from the E2 enzyme to a specific target protein.
- Once a chain of at least four ubiquitins are attached to the target protein, the proteasome recognizes the polyubiquinated protein.
- The proteasome breaks down or degrades the protein into its amino acid components.

Several therapeutic approaches work at the protein level by modulating the ubiquitin proteasome system to harness the cell's natural protein disposal system to degrade and remove a protein. Degradation can be induced by inhibiting chaperone molecules such as HSP90, which are known to facilitate correct protein folding, resulting in tagging misfolded proteins for degradation. HSP90 inhibitors, however, have shown limited efficacy in the clinic to date.

Some degraders use an approach that causes a conformational change in a specifically targeted protein, resulting in a misfolded protein, which triggers the cell's innate protein degradation system to dispose of the misfolded protein. Although these compounds have shown efficacy, they only induce the degradation of those proteins able to adopt a non-native state, leaving a wide array of protein targets

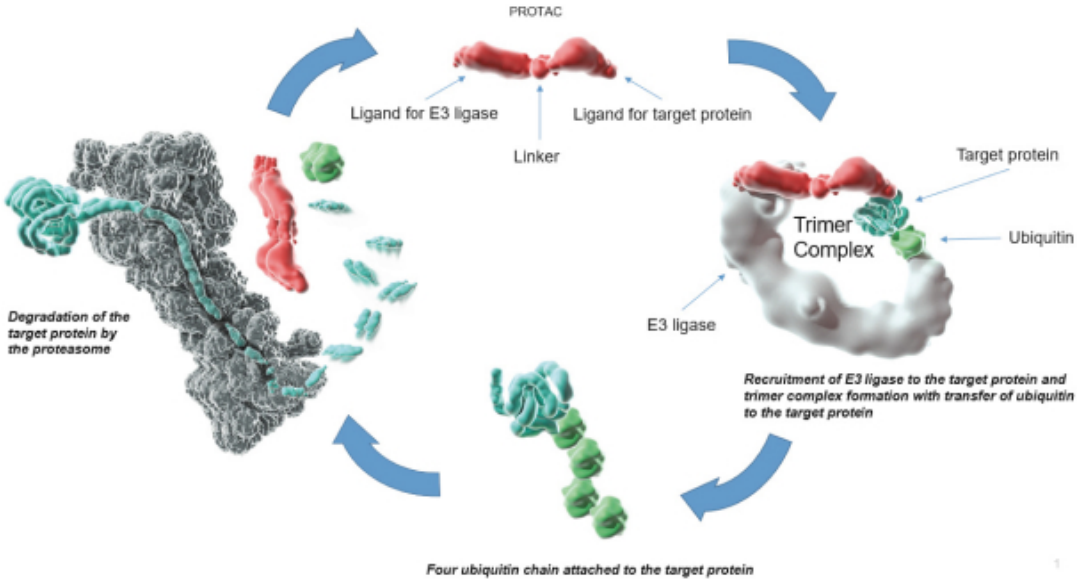
unaddressed. The only currently marketed protein degrader utilizing this mechanism, the breast cancer therapy fulvestrant, requires intramuscular administration, further limiting its convenience and pharmacokinetic profile.

Chimeric small molecules use a different protein degradation approach. Instead of causing improper folding or inhibiting molecules that facilitate proper folding of the target protein, chimeric small molecules directly recruit an E3 ligase to tag specifically targeted proteins with ubiquitin, signaling the proteasome to degrade the targeted protein. Our PROTACs take this approach to protein degradation.

PROTACs—Our Approach to Protein Degradation

We have engineered our PROTACs to utilize the cell's naturally occurring protein disposal system, directing the proteasome to recognize and degrade specific proteins associated with disease. Our PROTACs are chimeric small molecules with two operative ends—one, a ligand that binds to the protein targeted for degradation, and the other, a ligand that binds to an E3 ligase. These two ligands are connected by a chemical chain linker. Our PROTACs bring the targeted protein and the E3 ligase together into a three-component grouping known as a trimer complex to facilitate the transfer of ubiquitin to the target protein. Once four ubiquitins are attached in a chain to the target protein, the proteasome recognizes and degrades the protein. The entire cycle from the formation of the trimer complex, which can occur in a period of nanoseconds, to degradation of the target protein by the proteasome happens over a period of minutes. After our PROTAC facilitates the tagging of a target protein molecule with ubiquitin through formation of the trimer complex, it can move on to another target protein molecule to conduct the degradation process again, potentially completing this cycle hundreds of times before eventually being metabolized or eliminated from the cell. We refer to this recycling as our PROTACs' iterative mechanism of action.

The figure below depicts our PROTAC-induced cycle from E3 ligase binding and target protein recruitment, to trimer formation and ubiquitin transfer, to degradation of the target protein by the proteasome, to the release of ubiquitin and PROTAC for further degradation cycles.



Our Discovery Platform—PROTACs

We have designed and optimized our proprietary platform for the discovery of PROTAC therapeutics to address diseases caused by abnormal proteins or aberrant protein expression. We have developed a proprietary synthetic PROTAC matrix which, combined with computational, biological and biophysical data, allows us to rapidly identify and optimize efficient protein degraders with features we believe can make for successful drugs. The modular design and holistic optimization of each PROTAC provides us with opportunities to prepare different chemical series, each with tunable properties relating to potency, selectivity and method of delivery, which can produce the efficient trimer complex necessary for degradation of the targeted protein by the proteasome. We have combined the potential of our PROTAC technology with our specialized knowledge to obtain encouraging preclinical results, including successful degradation of over 90% of the more than 30 proteins that we have targeted to date.

Design and Optimization of our PROTACs

As genomic knowledge and advances in genome mapping have increased, the understanding of proteins implicated in diseases has similarly increased. We undertake a rigorous evaluation process to prioritize protein targets for which we believe our PROTAC approach can achieve differentiated clinical outcomes for patients over existing modalities. Once we have identified a protein target, we design a modular matrix comprised of directed protein targeting ligands, E3 ligase ligands and chemical linkers to engineer an active PROTAC capable of degrading the selected protein.

- **Directed Protein Targeting Ligands**—We select ligands for incorporation into our PROTACs from a variety of sources. The ligands we select, which target the desired protein for degradation, may include (1) *de novo* ligands discovered through high-throughput screening, biophysical directed binding approaches, virtual or *in silico* computer-based screening, and affinity-based hit identification through DNA-encoded libraries or (2) ligands that are known to bind protein targets but may have faced therapeutic limitations that we believe our PROTAC technology can overcome, such as lack of potency or function, metabolic instability or off-target effects.
- **E3 Ligase Ligands**—We currently utilize a group of widely expressed E3 ligases and select ligands from our proprietary library for each of these E3 ligases for incorporation into our PROTACs. We are researching additional E3 ligases that are expressed in specific tissues or diseases, and identifying or discovering associated binding ligands, to offer different selectivity profiles that will further advance our PROTAC technology. We believe our success with the diverse set of E3 ligases that we are currently employing and the binders of other E3 ligases that we are researching provide us with a competitive advantage as we develop a range of products with different technical characteristics.
- **Chemical Linkers**—We connect the selected protein-targeting ligands and E3 ligase ligands with our chemical linkers. Linker selection is critical for rapid identification of protein degraders and can introduce function and selectivity to a nonfunctional or nonselective binding ligand upon incorporation into a PROTAC molecule. Linker composition can also be used to modulate properties of our PROTACs, such as membrane permeability, aqueous solubility, metabolic stability and biodistribution. We select from a proprietary library of conformationally privileged linkers that we have engineered with particular length, flexibility and composition to enable the efficient formation of the trimer complex essential to ubiquitin transfer and protein degradation.

Optimization of traditional small molecule agents tends to focus on guidelines that increase the chances of such molecules having sufficient permeability and solubility to make them orally bioavailable. Chimeric small molecules, including our PROTACs, are larger than traditional small molecule therapeutics, such that the conventional optimization parameters prevalent in traditional drug

discovery do not readily apply. As such we have developed and apply PROTAC-specific computational, biological and biophysical data for identification and optimization of our PROTACs. Our systematic approach and our scientific team's know-how allows us to rapidly progress from target identification to PROTAC optimization and development, and allows us to make PROTACs that have properties sufficient to drive potent effects in tumor cells and that are orally bioavailable. Using these principles, we have also made PROTACs that can cross the blood brain barrier and are continually building on our understanding of PROTACs and seeking ways to improve our platform.

Key Features of Our PROTACs

In the design, optimization and development of our PROTACs, we focus on the following key features that we believe are critical to successfully engineering PROTAC therapeutics with potentially robust application across multiple indications and therapeutic areas: potency, selectivity, and deliverability and versatility. We have harnessed these features to successfully target and degrade a wide range of protein classes, including nuclear proteins, transcription factors, epigenetic modulators, membrane proteins, cytosolic proteins and high molecular weight neuroprotein aggregates.

Potency

The potency of our PROTAC platform is driven by two key characteristics: the iterative mechanism of our PROTACs and the ability to turn weak binders into potent degraders.

Iterative Mechanism

Our PROTACs behave iteratively to repeatedly induce the ubiquitination and subsequent degradation of proteins. As a result, protein degradation may be observed with PROTAC concentrations much lower than those required for typical small molecule inhibition, even operating at picomolar concentrations. We expect that the high cellular potency of PROTACs could provide the possibility of removal of proteins at levels equivalent to the knock out effect intended by gene-based medicines currently being explored. Our PROTACs offer potentially significant therapeutic advantages, including low doses, low drug exposures and practical dosing intervals, potentially mitigating toxicity and tolerability risks.

The iterative mechanism of our PROTACs potentially leads to more complete and lasting inactivation of downstream signaling in cells. In oncology, this translates into improved inhibition of tumor cell growth and reduces the likelihood of cell compensation through activation of alternative proteins, a common risk associated with small molecule inhibitors. This enables PROTACs to operate in a broad therapeutic space between desired degradation-induced pharmacology and unwanted inhibition-induced effects.

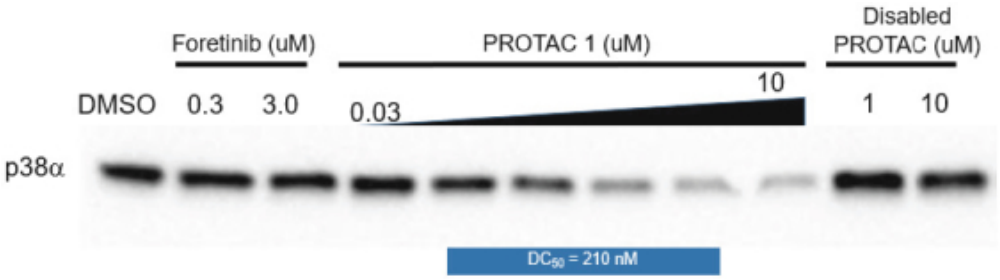
Once the pre-existing reservoir of the targeted protein is depleted, our PROTACs only need to degrade newly resynthesized protein to maintain their effect. Depending on the resynthesis rate of the protein, this may be achievable with low tissue concentrations of PROTAC, which could lead to safety benefits and opportunities for flexible dosing regimens.

Weak Binders Become Potent Degraders

Using our platform and know-how, we are able to engineer potent PROTACs that do not require a high degree of binding strength to their targets. This contrasts with small molecule inhibitors, which require strong binding to a target protein and function by continually occupying the protein's active site. The potency of our PROTACs is determined by a number of kinetic factors: formation of the trimer complex, rapid ubiquitination, trafficking of the ubiquitinated target to the proteasome and release of the PROTAC to enter another iterative cycle of degradation. As a result, a PROTAC with a low level of

target protein occupancy can maintain a deep and prolonged suppression of protein levels, leading to the desired pharmacological effect. This provides opportunities to use our PROTAC technology to repurpose small molecules that only weakly bind to their target to create potent degraders as PROTACs.

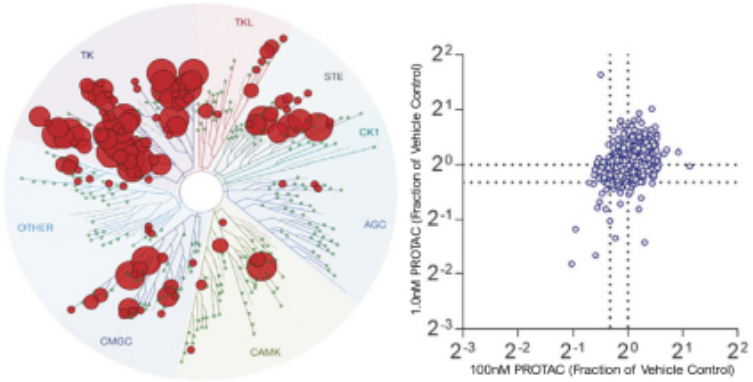
For example, we recently published experiments where we built PROTACs from the known protein kinase inhibitor foretinib, which is a relatively weak binder to the protein p38a, a protein implicated in immune disorders and heart disease. We constructed a foretinib-based PROTAC we refer to as PROTAC 1, which happened to further weaken the binding affinity to p38a. Binding affinity is measured by K_D, or equilibrium dissociation constant. In this case, we observed that PROTAC 1 exhibited a tenfold reduction in binding affinity relative to foretinib, decreasing from 1 micromolar, or mM, to 11 mM. Despite the significantly weaker binding affinity, PROTAC 1 achieved potent degradation of p38a with a DC_{50}, a concentration that results in half maximal degradation, of 210 nanomolar, or nM, which means that its degradation potency is approximately 50-fold better than its binding strength. The figure below shows a western blot of cells treated with increasing concentrations (left to right) of foretinib, the PROTAC 1, and an inactivated (non-degrading) version of PROTAC 1. The decreasing presence of the p38a protein is depicted by a lighter shade of the p38a band in the western blot as the doses of the PROTAC 1 increase. This demonstrates our ability to use a weak binder to create a potent PROTAC degrader. Based on our experience, we believe that with additional medicinal chemistry effort, the degradation potency of this weak-binding PROTAC could be further increased.



Selectivity

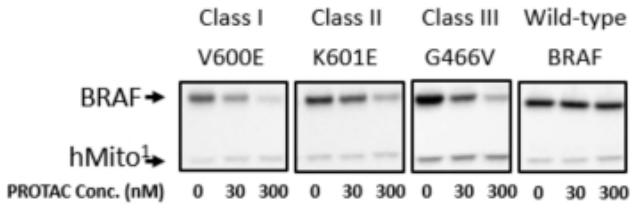
When a ligand is incorporated into a PROTAC, the trimer complex initiated by the PROTAC often causes the ligand's selectivity to increase, meaning that the degradation profile of a PROTAC can be even more selective than the binding profile of the ligand alone. By minimizing the binding of a ligand to off-target proteins and maximizing selectivity for a target protein, our PROTACs may reduce the potential for incidental degradation of normal, healthy proteins and unwanted drug effects and toxicity.

We recently published experiments in which a ligand binding to 133 kinases degraded fewer than ten proteins when incorporated into a PROTAC with limited additional modification. The figure below on the left depicts foretinib binding to 133 protein kinases as measured by a competitive binding assay. The figure on the right depicts cells treated with a foretinib-based PROTAC degrading only a small subset of cellular proteins (lower left quadrant of the graph) as shown by mass spectrometry analysis.



With further modification, and based on our experience, we believe it is possible to engineer promiscuous binders such as this into more selective protein degraders, and when starting with less promiscuous, yet still unselective, binders, identify very selective PROTAC degraders.

This selectivity allows for engineering of PROTACs that degrade only the mutated and unwanted protein, while sparing the normal, or wild-type, protein that may be necessary for healthy function. For example, we have demonstrated degradation of abnormal, but not wild-type, forms of the BRAF protein using a PROTAC. Wild-type BRAF helps transmit chemical signals from outside the cell to the cell's nucleus and is part of a pathway that regulates cell proliferation, differentiation, migration and apoptosis. Mutations of BRAF, however, have been associated with a number of different cancers. As shown in the figure below, our PROTAC degraded BRAF mutants, as depicted by a lighter shade in the columns labeled 300 nM, representative of each of the three classes of BRAF mutations, while not degrading the wild-type BRAF, as depicted by an unchanging shade in each of the columns shown on the western blot.



[1]hMito is a protein this particular PROTAC is not targeted to degrade, and is included as a control to ensure total protein is equivalent in each lane.

Deliverability and Versatility

Our PROTACs have the potential for delivery through multiple routes of administration to reach target proteins, and certain of our PROTACs are capable of penetrating the blood brain barrier. In addition, the broad expression of the E3 ligases we target and the potential to turn weak binding ligands into potent degraders allows the application of our PROTAC technology to develop treatments for diseases associated with proteins that cannot be addressed by existing small molecule therapies.

Deliverability

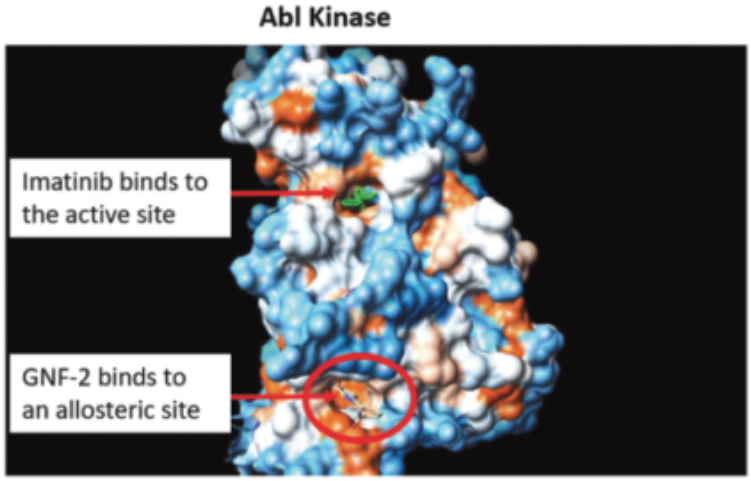
We have developed PROTACs that are capable of being delivered orally, intravenously, subcutaneously and intrathecally, among other routes of administration, as well as PROTACs that are able to penetrate the blood brain barrier. The multiple routes of delivery for our PROTACs potentially

provide many attractive clinical dosing options. For example, oral delivery can offer a differentiating, competitive and commercial advantage over other therapeutic approaches such as gene-based medicines that allows for more convenient treatment. Further, oral administration avoids risks of adverse events associated with intravenous or intramuscular administration, such as the potential for infection and blood clots at the infusion site.

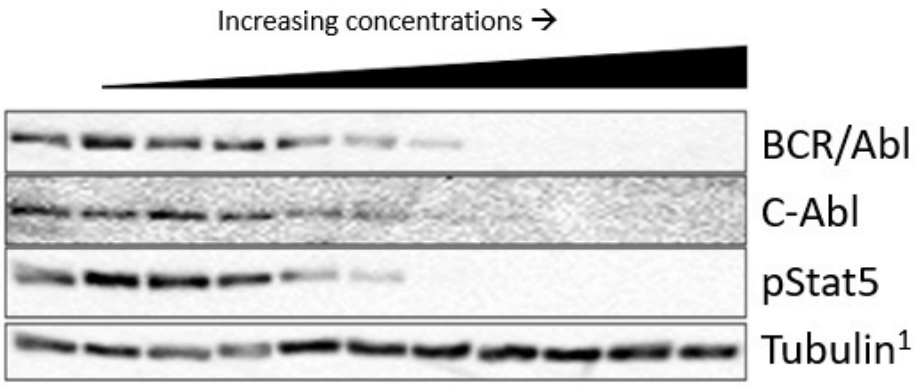
Versatility

We believe our PROTACs may have potential application in a wide range of therapeutic areas because the E3 ligases we currently target are expressed widely across tissue types. Ligands that bind to some proteins may be of only weak affinity. However, we believe that our PROTAC technology will allow the degradation of proteins through such low affinity active binding sites or non-functional binding sites. Our ability to design weak binding PROTACs that nonetheless initiate rapid ubiquitination and subsequent degradation of targeted proteins has the potential to expand the number of disease-causing proteins targeted for drug development to include the up to 80% of proteins that cannot be addressed by existing small molecule therapies and are currently considered undruggable. We believe that rendering these targets druggable for the first time represents the true breadth and potential of our PROTAC platform.

We conducted an experiment designed to demonstrate that non-functional binding sites, analogous to those that may be present on proteins considered undruggable, can be used to target proteins for degradation by PROTACs. The figure below depicts a structural model of the Abl tyrosine kinase. This protein kinase possesses an enzymatic active site that is inhibited by the marketed small molecule, imatinib. The Abl kinase also has a second, non-functional active site, called an allosteric site (shown in the red circle below), in its structure that can bind a different small molecule, named GNF-2, which despite binding allosterically (with a relatively weak K_D of 500 nM), inhibits only the wild type protein (C-Abl), but not BCR-Abl—a mutated form of Abl implicated in chronic myelogenous leukemia.



When GNF-2 is converted into a PROTAC and used to treat cells, both BCR-Abl and C-Abl are effectively degraded. The figure below shows western blots of cells treated by increasing concentrations of our PROTAC and shows decreasing presence of each of BCR-Abl and C-Abl protein (depicted by a lighter shade of the BCR/Abl and C-Abl band in the western blot). Downstream signaling, as denoted by reduction of phosphorylated Stat5 (pStat5), is subsequently inhibited.



[1]Tubulin is a protein ARV-110 is not targeted to degrade, and is included as a control to ensure total protein is equivalent in each lane.

PROTAC-induced degradation may offer a solution for undruggable proteins because only binders, not functional inhibitors, are needed to facilitate E3 ligase recruitment and initiation of the degradation process. The probability of finding a suitable ligand using binding-site-agnostic screening is increased because the function of the ligand itself is not required. As a result, there is the potential for PROTACs to generate therapeutics from poorly selective ligands, weak-affinity ligands, or ligands that may not be intrinsically biologically active.

Our Programs

ARV-110 for AR Degradation in Men with Metastatic Castration-Resistant Prostate Cancer

We are developing ARV-110, an orally bioavailable, AR degrading PROTAC, for the treatment of men with metastatic castration-resistant prostate cancer, or mCRPC. We have chosen AR degradation as our initial therapeutic focus due to the well-documented biology of AR signaling as the principal driver of this cancer. ARV-110 has demonstrated activity in preclinical models of AR overexpression and AR mutations, both common mechanisms of resistance to current standard-of-care agents in men with prostate cancer. We believe that the differentiated PROTAC pharmacology of ARV-110, including its iterative activity, has the potential to translate into significantly improved clinical outcomes over current standard-of-care agents.

Prostate Cancer

In the United States, prostate cancer is both the second most prevalent cancer in men and the second leading cause of cancer death in men. Current estimates predict that one in nine men will be diagnosed with prostate cancer in his lifetime. The American Cancer Society estimates that in 2018 there will be over 160,000 new cases of prostate cancer in the United States and approximately 30,000 deaths from the disease. Further, based on an article published in 2015 in PLoS ONE, a peer-reviewed scientific journal, there are approximately between 35,000 and 45,000 new incidences of mCRPC each year. Men with mCRPC have a poor prognosis and a predicted survival rate of fewer than two years from the initial time of progression.

Treatment options for prostate cancer depend on many different factors, including the stage of the cancer. Castration-resistant prostate cancer is defined by disease progression despite androgen deprivation therapy, or ADT, and is often indicated by rising levels of prostate-specific antigen, or PSA. In making treatment evaluations, physicians monitor disease burdens in several ways, including changes in PSA levels. Increased PSA blood levels are considered by many physicians as indicative of

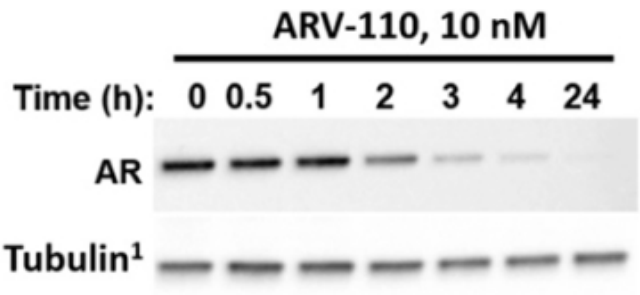
cancer progression, and alternative treatment options may be considered. Current standard of care for men with castration-resistant prostate cancer provides that patients should initially receive a combination of ADT and either abiraterone, which works by decreasing androgen levels, or enzalutamide, which works by blocking androgen binding to AR. If the disease progresses despite these second-generation hormonal therapies, chemotherapy is considered the next treatment option. Treatment with chemotherapy is generally postponed for as long as possible due to the potential for severe side effects including neuropathies, nausea, diarrhea, decreased mental capacity and increased risk of infections.

Androgen receptor remains the principal driver of castration-resistant prostate cancer progression during the transition from localized to metastatic disease, with AR gene amplification occurring in 40% to 60% of patients, and AR point mutations occurring in approximately 15% of patients. Between 15% to 25% of patients do not respond to either abiraterone or enzalutamide and the vast majority of the responsive patients will ultimately become resistant, resulting in limited survival. There remains meaningful unmet medical need in the treatment paradigm of mCRPC, including a significant underserved set of patients who are or become resistant to current therapies. Based on our preclinical data, we believe our PROTACs may overcome these known resistance mechanisms and create meaningful clinical benefit for patients.

Preclinical Development

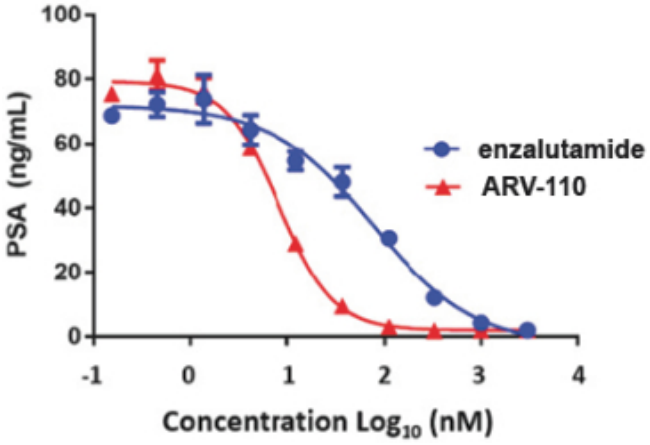
We have conducted a comprehensive preclinical program to study ARV-110 as a potential treatment for men with mCRPC and are preparing to submit an IND and initiate clinical development.

In *in vitro* models, ARV-110 degraded 95% to 98% of AR in multiple cell lines typically used in prostate cancer research. For example, the figure below shows a western blot of Vertebral Cancer of the Prostate, or VCaP, cells treated with ARV-110 at 10 nM concentration. The figure below shows decreasing presence of AR (depicted by a lighter shade of the AR band in the western blot) over time with near maximal degradation of AR within four hours of administration.



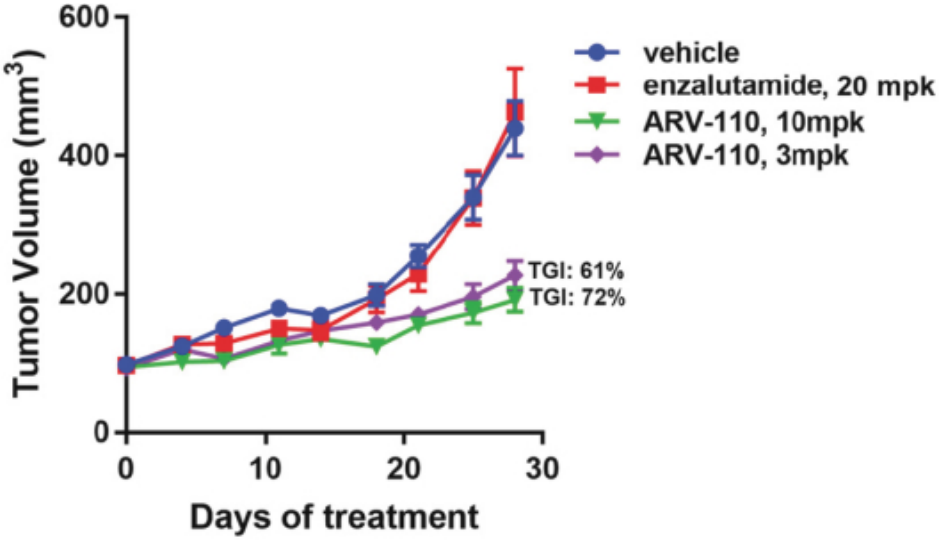
[1]Tubulin is a protein ARV-110 is not targeted to degrade, and is included as a control to ensure total protein is equivalent in each lane.

Importantly, in addition to AR degradation, we have observed in preclinical studies the ability of ARV-110 to potently inhibit prostate cancer cell growth and reduce PSA levels. In addition to guiding treatment decisions, reduction in PSA is often an indicator of the effectiveness of treatment in clinical trials, although it is not recognized as a surrogate endpoint for purposes of regulatory approval. The figure below shows *in vitro* inhibition of PSA synthesis in Lymph Node Cancer of the Prostate cells, which are androgen-sensitive human prostate adenocarcinoma cells, that have been engineered to overexpress AR, using ARV-110 as compared with enzalutamide. In this study, ARV-110 demonstrated equivalent reduction in PSA to enzalutamide at ten-fold lower concentration levels.

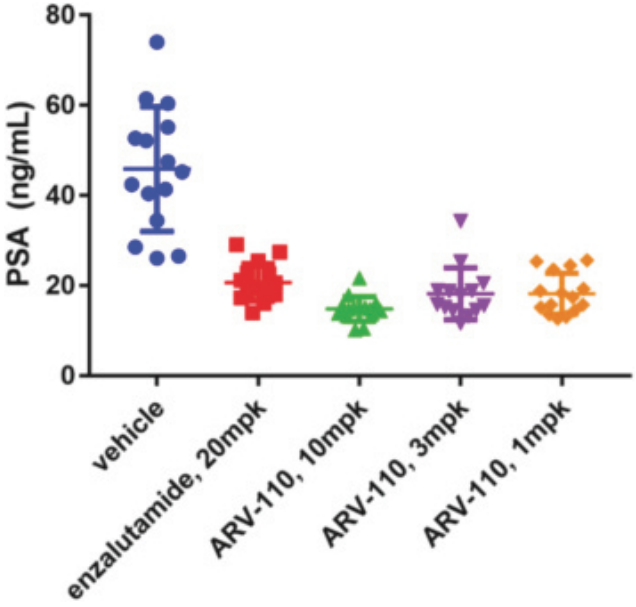


In *in vivo* mouse models, ARV-110 has inhibited AR-dependent tumor growth, in a statistically significant manner. ARV-110 exhibited superior tumor growth inhibition compared to enzalutamide in both castrated and intact (non-castrated) xenograft models derived from VCaP cell lines.

To assess the ability of ARV-110 to treat enzalutamide-resistant cancers, we conducted *in vivo* studies of ARV-110 in an enzalutamide-resistant VCaP xenograft model. These VCaP tumors acquired resistance to enzalutamide after being continuously propagated in castrated, enzalutamide treated mice for approximately three years. This resistance can be seen in the figure below, as tumors in mice dosed with enzalutamide grew at nearly the same rate as tumors in mice dosed only with the drug vehicle—a control similar to dosing a placebo. Orally delivered ARV-110 significantly inhibited tumor growth, described as tumor growth inhibition, or TGI, in these enzalutamide-resistant VCaP tumors. We believe the activity of ARV-110 in this model may closely reflect enzalutamide resistance in the clinic and shows the potential to provide an opportunity for treatment of patients whose tumors have become resistant to a current standard-of-care agent.



ARV-110 has also reduced the levels of PSA in plasma comparable to levels achieved with enzalutamide in a different VCaP xenograft mouse model but at a lower dosing level. The figure below shows measurements of levels of PSA in the plasma of mice following 26 days of oral, daily dosing of either a vehicle, enzalutamide or ARV-110 at multiple dosing levels.



In anticipation of our Phase 1 trial for ARV-110 in men with mCRPC, we are conducting IND-enabling GLP toxicology studies.

Our Planned Phase 1 Clinical Trial

We expect to file an IND for ARV-110 in the second half of 2018 and expect to dose the first patient in a Phase 1 clinical trial by the end of 2018. Our planned Phase 1 trial is designed as a dose-escalation study of ARV-110 in approximately 25 to 30 men with progressive mCRPC. The Phase 1 trial primarily will investigate the safety and tolerability of ARV-110 and characterize its pharmacokinetic profile. Secondary endpoints are expected to include preliminary assessment of biochemical and clinical activity based on evaluation of PSA levels and radiographic measurement of evaluable lesions based on RECIST criteria and bone scans. We plan to include exploratory markers of disease burden, such as circulating tumor cell enumeration, as exploratory endpoints of the trial. We expect initial topline results, including evaluation of PSA levels, from this trial in the second half of 2019. If a safe dose is identified for further development, we expect to enroll an additional 60 patients with mCRPC in an expansion cohort. We expect to analyze data collected from patients in the expansion cohort according to the following patient subsets: (1) pre- and post-chemotherapy; (2) post-enzalutamide or post-abiraterone; (3) post-enzalutamide and post-abiraterone; and (4) presence or absence of AR splice variants, AR mutations and AR amplification.

Next Generation AR Degraders

Androgen hormones directly activate AR. Regulation of AR activity can occur at the protein level, including interaction with regulator proteins and post-translational modifications, and at the genomic level. Alternative splicing can also regulate AR activity when AR splice variants promote gene

transcription in the absence of androgen hormones. Expression of AR splice variants has been a mechanism used to explain persistent AR activity and mCRPC disease progression with hormone therapies. We are developing additional PROTACs capable of degrading AR and certain AR splice variants.

AR-V7 Degraders

We expect that results from our Phase 1 clinical trial of ARV-110 will provide further data on the role of androgen receptor splice variant-7, or AR-V7, in prostate cancer. ARV-110 binds to full-length AR at its ligand-binding domain. AR-V7 is a truncated form of AR that lacks the ligand-binding domain necessary to bind with ARV-110 and which ARV-110 therefore does not degrade. AR exists as a dimer, a complex made up of two single AR proteins. AR-V7 can form a dimer with a full-length AR, and such non-identical protein dimers are called heterodimers. We believe that ARV-110, by degrading the full-length AR component of the heterodimer, will successfully inactivate AR-V7-directed signaling. Although shown as a heterodimer preclinically, there is uncertainty as to whether AR-V7 and AR form a heterodimer in patients' tumors. It is also possible that AR-V7 signals through V7-only dimers, which would be unaffected by ARV-110. Although the presence of AR-V7 has been shown to correlate with a lack of response to enzalutamide and abiraterone, a recent study demonstrated that approximately 40% of patients with AR-V7 expressing circulating tumor cells show a PSA response to enzalutamide. Given the evolving potential role of AR-V7 in prostate cancer, as a follow-on to ARV-110, we are exploring the identification and development of a PROTAC that can degrade AR-V7 directly, as well as other AR splice variants.

ARV-471 for ER Degradation in Women with Metastatic ER Positive Breast Cancer

We are developing ARV-471, an orally bioavailable ER degrading PROTAC, as an alternative to, and potentially more potent degrader than, the intramuscular injection fulvestrant and other selective ER degraders currently in development for the treatment of women with metastatic ER positive / HER2 negative breast cancer, or ER+ breast cancer. Similar to our AR program, we have chosen ER degradation as a therapeutic focus given the well-documented biology of ER signaling as a principal driver in breast cancer. ARV-471 has demonstrated activity in metastatic ER+ breast cancer preclinical models. We plan to clinically investigate ARV-471 for use as a single agent and in combination with CDK 4/6 inhibitors such as palbociclib. We believe ARV-471 has the potential to improve clinical outcomes over current standards of care for women with metastatic ER+ breast cancer.

Breast Cancer

In the United States, breast cancer is the second most common cancer and the second leading cause of cancer death in women. The American Cancer Society estimates that in 2018 there will be approximately 266,000 women diagnosed with invasive breast cancer in the United States. Metastatic breast cancer accounts for approximately 6% of newly diagnosed cases. Approximately 80% of newly diagnosed breast cancers are ER+, with many patients developing resistance to current treatment options over time.

Treatment options for breast cancer depend on many different factors, including the stage of the cancer and whether the cancer cells contain hormone receptors. Women with locally advanced or metastatic breast cancer are treated with systemic therapy, including hormone therapy, chemotherapy and targeted therapy, either as single-agents or in combination. Women with metastatic ER+ breast cancer are often treated with hormone therapy, such as tamoxifen or an aromatase inhibitor, sometimes in combination with targeted drugs such as CDK 4/6 inhibitors. In patients with aggressive disease or whose disease continues to progress with a hormonal treatment regimen, chemotherapy

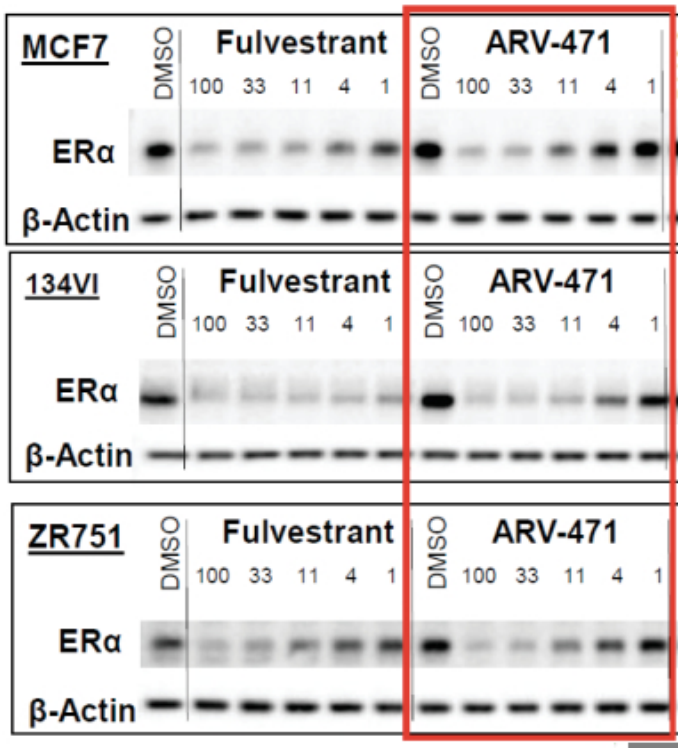
may be prescribed. Treatment with chemotherapy is generally postponed for as long as possible due to the potential for severe side effects including neuropathies, nausea, diarrhea, decreased mental capacity and increased risk of infections.

A current standard of care for women with ER+ locally advanced or metastatic breast cancer is fulvestrant, an ER degrader administered as a monthly intramuscular injection, either as a single-agent or in combination with another targeted therapy. While fulvestrant has validated the importance of ER degradation as a therapeutic intervention, up to 50% of ER can remain when compared to baseline levels after six months of treatment with fulvestrant, providing an opportunity for more potent ER degraders, such as our PROTACs.

Preclinical Development

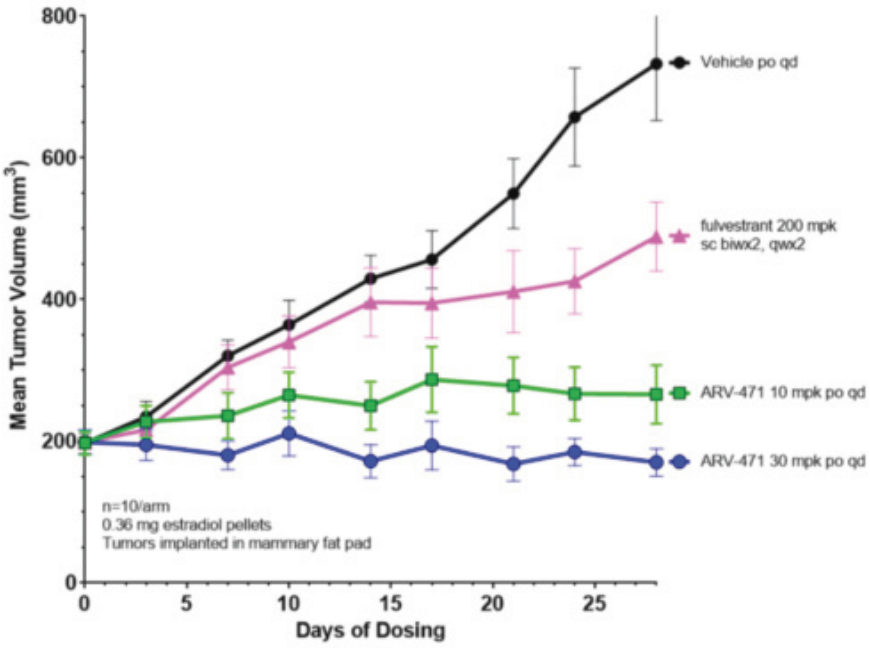
We are conducting a comprehensive preclinical program to study ARV-471 as a potential treatment for women with metastatic ER+ breast cancer. In our preclinical studies, ARV-471 was a superior degrader of ER compared to fulvestrant. ARV-471 has also shown superior tumor growth inhibition when combined with a CDK4/6 inhibitor compared to fulvestrant and the same combination partner.

In *in vitro* models, ARV-471 has induced ER degradation in multiple cell lines typically used in breast cancer research. For example, the figure below shows western blots of MCF-7 cells, 134VI cells, and ZR751 cells, all ER+ breast cancer cell lines, treated at varying nanomolar concentrations of ARV-471 and fulvestrant. This experiment indicates decreasing presence of ER in each cell line (depicted by a lighter shade of the ER band in the western blot) from right to left as drug concentrations increase.

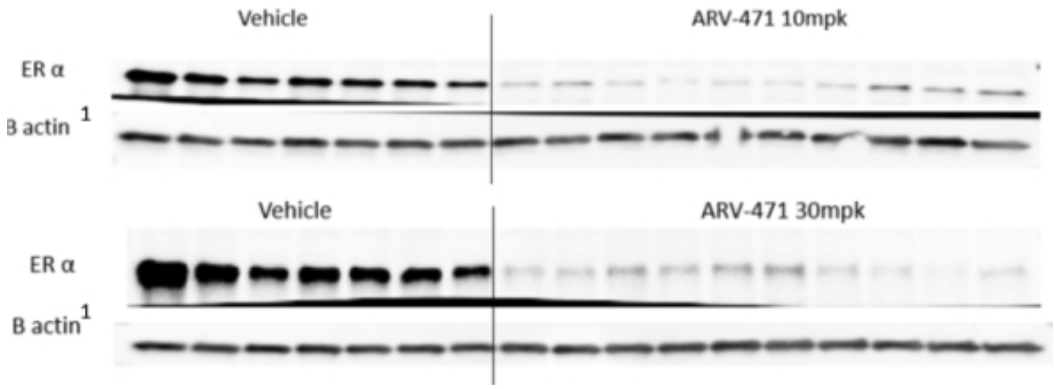


[1]Beta-actin is a protein to which Fulvestrant and ARV-471 are not targeted to degrade, and is included as a control to ensure total protein is equivalent in each lane.

In *in vivo* experiments ARV-471 has achieved superior tumor growth inhibition and degradation compared to fulvestrant. We have tested ARV-471 for tumor growth inhibitory activity using an industry-standard MCF-7 xenograft mouse model. MCF-7 is a well-characterized estradiol-dependent ER+ cell line that forms tumors when implanted in the mammary fat pad of female mice. As shown in the figure below, ARV-471 resulted in very high tumor growth inhibition when dosed daily orally at 10 milligrams per kilogram, or mpk, and tumor shrinkage when dosed daily orally at 30 mpk for 28 days. At both doses, ARV-471 demonstrated superior activity compared to a clinically relevant dose of fulvestrant, which is 200 mpk twice per week for two weeks and then once per week for two weeks.

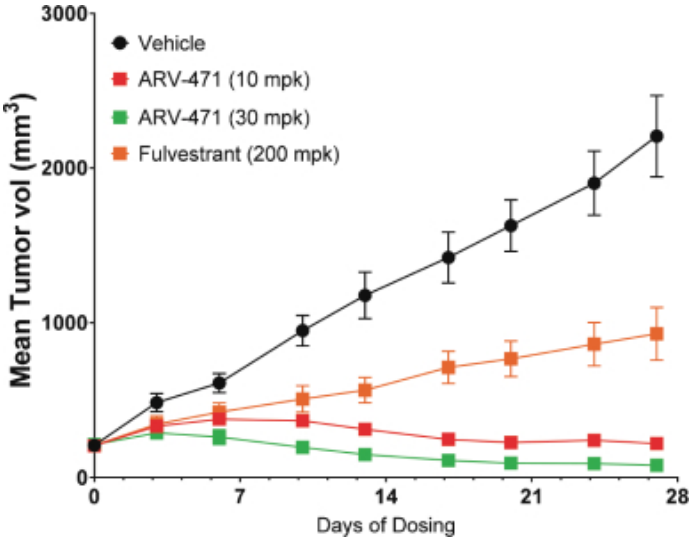


After 28 days of dosing in this efficacy study, the MCF-7 tumors were removed from the mice and processed for western blots to observe the level of ER degradation induced by oral dosing of ARV-471. Each column of the western blot in the figure below represents an individual tumor. Beta-actin is a protein included in the western blot as a total protein loading control. As depicted by the lighter shades of the ER band, ARV-471 reduced ER by 85%, on average, at 10 mpk as compared to the control tumors and by 89%, on average, at 30 mpk as compared to the control tumors.



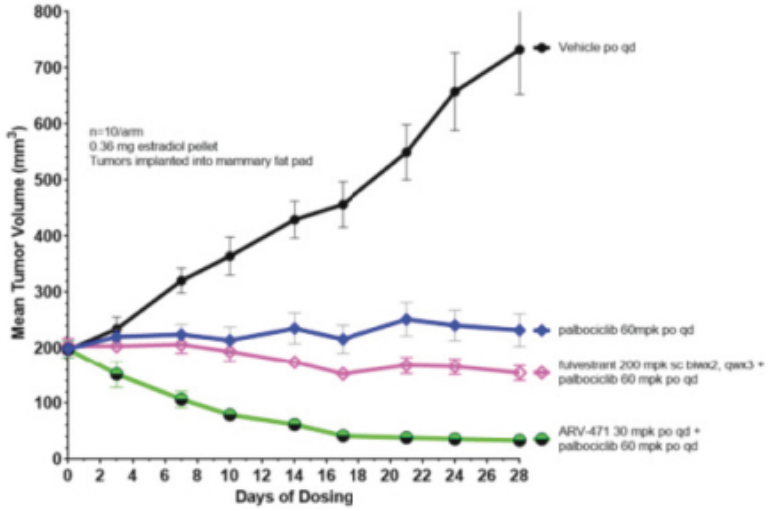
1 Beta-actin is a protein to which ARV-471 is not targeted to degrade, and is included as a control to ensure total protein is equivalent in each lane.

We have also conducted preclinical studies to test ARV-471 in a model using a tumor line derived directly from a patient, referred to as a patient derived xenograft, or PDX, model. This model is derived from a tumor with an ESR1 mutation (Y537S), which is a mutation in the ER that occurs in patients who have been treated with standard-of-care agents such as tamoxifen or an aromatase inhibitor, such as letrozole, and has been cited as a mechanism of resistance to those drugs. These studies included a comparison with fulvestrant. The figure below shows the results of this 28-day dosing study. In this study, oral ARV-471 inhibited tumor growth by 99% at the 10 mpk dosing level and by 106% at the 30 mpk dosing level. Further, ARV-471 was observed to be a superior inhibitor of tumor growth, at both the 10 mpk and 30 mpk dosing levels, compared to a clinically relevant dose of 200 mpk of fulvestrant.



We have also conducted studies of ARV-471 in combination with palbociclib, a CDK4/6 inhibitor that is standard of care when used together with fulvestrant. In these studies, we have achieved significant tumor shrinkage with ARV-471 in ER+ MCF-7 xenograft models. As shown in the figure below, in a 28-day dosing study in MCF-7 xenografts, ARV-471 at 30 mpk daily in combination with palbociclib was superior in shrinking tumors as compared to either palbociclib as a single agent at 60

mpk daily, or the standard-of-care combination of palbociclib at 60 mpk daily plus fulvestrant at 200 mpk twice per week for two weeks and then once per week for two weeks.



We believe that ARV-471 may show compelling activity in combination with other targeted agents currently used or in clinical trials for metastatic breast cancer including CDK4/6, PI3K and mTOR inhibitors and plan to test these combinations in preclinical models.

Dose range finding toxicology studies for ARV-471 are ongoing and we expect to begin IND-enabling GLP toxicology studies for ARV-471 in the third quarter of 2018.

Our Planned Phase 1 Clinical Trials

We expect to both file an IND for ARV-471 and dose the first patient in a Phase 1 clinical trial in the first half of 2019. We expect to design our Phase 1 trial to be a dose-escalation study in approximately 25 to 30 women with locally advanced or metastatic ER+ breast cancer who have progressed on prior endocrine therapy. If a safe dose is identified for further development, we expect to enroll an expansion cohort, which will include patients whose disease is known to have the ESR1 mutation that has been cited as a mechanism of resistance to tamoxifen and aromatase inhibitors.

The Phase 1 trial will primarily investigate the safety and tolerability of ARV-471 and characterize its pharmacokinetic profile. We will also evaluate ER degradation by comparing ER levels in pre-treatment and post-treatment tumor biopsies and use FES-PET scans as a measure of target engagement by ARV-471. Patients with measurable disease will be evaluated using RECIST criteria for evidence of tumor response. In addition, we expect to conduct a Phase 1b trial of ARV-471 in combination with a CDK4/6 inhibitor such as palbociclib once a recommended dose is identified from the dose escalation portion of the trial.

Assuming ARV-471 has a favorable profile in these early clinical trials, we initially intend to pursue an indication in patients who have failed prior endocrine therapy, with the intention of moving to patients in earlier lines of treatment, including first-line metastatic, localized and adjuvant disease settings.

Our Discovery Programs

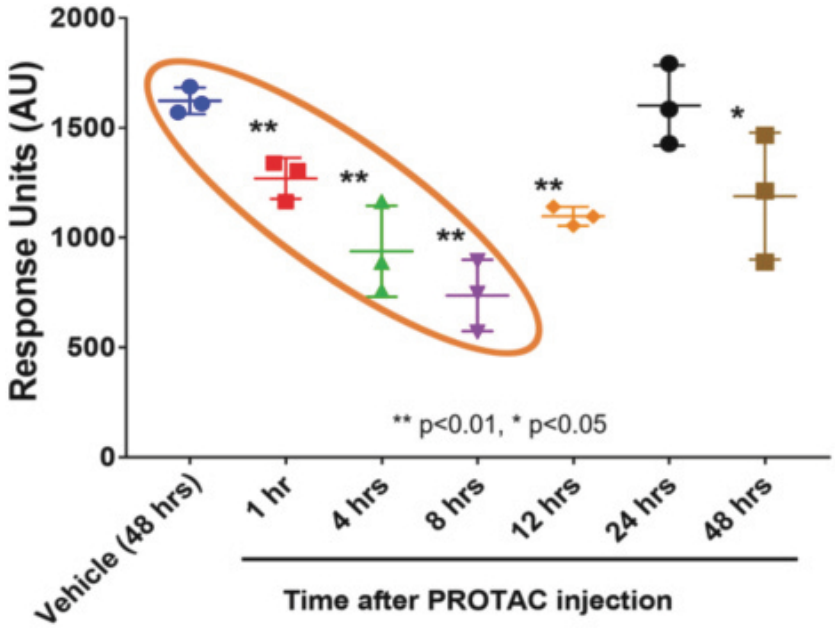
Neurodegenerative Diseases

Neurodegenerative diseases are generally progressive in nature and result in the degeneration and often death of neurons in the brain, leading to cognitive decline, functional impairment and eventually death. These diseases affect a rapidly growing patient population and represent one of the largest unmet medical needs of our time. Alzheimer's and Parkinson's diseases encompass the largest patient populations among the neurodegenerative diseases. Both Alzheimer's disease and Parkinson's disease are characterized by aggregations of proteins in the brain, making them well suited potential therapeutic indications for our PROTAC technology.

Inhibitor-based therapies targeting the proteins thought to be the cause of these neurodegenerative diseases have failed to show clinically meaningful benefit to date. While some existing products provide symptomatic relief to Alzheimer's and Parkinson's patients, they have significant side effect risks and over time gradually lose their effectiveness in treating the symptoms of the disease. Further, there are no approved disease-modifying treatments for Alzheimer's or Parkinson's.

Developing PROTACs that Degrade Proteins Associated with Neurodegenerative Diseases

In preclinical studies, we have established the potential of our PROTAC platform in the central nervous system, or CNS, with demonstration of both *in vitro* and *in vivo* degradation of tau protein, a target classically associated with neurodegenerative diseases, including Alzheimer's disease. In direct injections of a tau-directed PROTAC into the hippocampi of mice, we have shown a statistically significant reduction in tau levels of approximately 50%. The figure below shows a single 3 microliter (mL) injection of a 1 mg/mL solution of tau PROTAC into mouse hippocampus reduced tau levels over an eight-hour period. Total tau was measured with a Meso Scale Discovery, or MSD, assay, a commonly used assay for measuring specific molecules. The circled points show the reduction in tau over a period of eight hours after PROTAC injection.



The Blood Brain Barrier Challenge

The human brain contains approximately 400 miles of blood vessels lined by closely linked endothelial cells to form the blood brain barrier, which protects the brain from toxins and foreign chemicals by regulating the transfer of proteins, nutrients and waste products. As a result, delivery of therapeutics to the brain creates unique challenges.

Engineering products that cross the blood brain barrier is a highly desirable characteristic in developing effective therapeutics for patients with neurodegenerative diseases as compared with therapies delivered directly into the CNS. Any product candidates for neurodegenerative disease must reach their intended targets in the brain at exposure levels that will provide a therapeutic effect, while having an acceptable safety profile.

Developing PROTACs that Cross the Blood Brain Barrier

We have achieved brain penetration in rodents with intravenously administered PROTACs targeting tau and a-synuclein demonstrating brain/plasma ratios of 0.5 to 2, which are comparable to approved brain tumor agents. We observed distribution of these PROTACs into both the hippocampus and the cerebellum. These experiments demonstrate that our PROTACs are able to cross the blood brain barrier and that our PROTACs may be able to achieve widespread penetration into different parts of the brain. We are working to design single PROTACs capable of both degrading protein targets associated with neurodegenerative diseases and penetrating the blood brain barrier. Specifically, we aim to optimize tau and a-synuclein PROTACs for a combination of compelling target degradation, blood brain barrier penetration with broad CNS tissue distribution in rodent brains, through oral delivery.

In March 2018, we entered into a sponsored research agreement with The Silverstein Foundation for Parkinson's with GBA that provides us with up to $0.8 million of funding to complement our research efforts to discover a blood brain barrier-penetrant a-synuclein-targeting PROTAC.

Other Oncology Targets and Undruggable Targets

We have active discovery programs to evaluate additional established targets in oncology, as well as other currently undruggable targets. In line with our strategy, we assess potential discovery programs on a target by target basis to decide whether our PROTACs provide a compelling differentiated approach over standard-of-care or other, existing or potential competing mechanisms of action directed against a specific target. In the case of currently undruggable targets, we assess whether the features of our PROTACs, including their potential to degrade proteins via sites other than enzymatic active sites and the ability to initiate the degradation process using only weak binders, offer us opportunities to degrade those targets.

Intellectual Property

Our commercial success depends in part upon our ability to secure and maintain patent and other proprietary protection for our platform protein degradation technologies, including our PROTAC programs, product candidates and know-how related to our business, defend and enforce our intellectual property rights, in particular 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 protected or remain protectable 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 June 21, 2018 our patent estate that we own, co-own and in-license includes six issued U.S. patents, three foreign issued patents, and 137 pending patent applications in our patent portfolio.

PROTAC Patents and Patent Applications

Our PROTAC patent portfolio is generally organized into two categories: PROTAC platform patent filings, and PROTAC product candidate or protein target-specific patent filings.

PROTAC Platform

As of June 21, 2018, our PROTAC platform patent estate that we own, co-own, and in-license and that covers our various E3 ubiquitin ligase constructs included one issued foreign patent, nine pending U.S. patent applications and 58 pending foreign patent applications. This patent estate includes constructs that have ligands for the Von Hippel Lindau, or VHL, E3 ubiquitin ligase, the cereblon, or CRBN, E3 ubiquitin ligase, the inhibitor apoptosis protein, IAP, E3 ubiquitin ligase, and the human mouse double minute homolog, or MDM2 E3 ubiquitin ligase.

We exclusively license from Yale University a portfolio of patent applications describing composition-of-matter claims encompassing PROTAC compounds comprised of ligands for the VHL E3 ubiquitin ligase as well as claims to associated methods of use. Patent applications have been filed in the United States, Australia, Brazil, Canada, China, Europe, Hong Kong, India, Japan, Korea, Mexico and Russia. If granted, and all appropriate maintenance fees are paid, the nominal expiration of these patents will be in 2033.

We own three patent families with three pending U.S. patent applications with claims directed to composition of matter claims covering the CRBN E3 ubiquitin ligase ligand generically, the chemical linker group generically, and a small molecule or peptide ligand that binds to a target protein generically. Patent applications have been filed in the United States, Australia, Brazil, Canada, China, Europe, Hong Kong, India, Japan, Korea, Mexico and Russia. Patent applications in this family, if issued, would expire in 2035, without taking potential patent term extensions into account.

We own a patent application family describing composition-of-matter claims encompassing PROTAC compounds comprised of ligands for the IAP E3 ubiquitin ligase as well as claims to associated methods of use. Patent applications have been filed in the United States, Australia, Brazil, Canada, Europe, India, Japan, Korea, Mexico and Russia. If granted, and all appropriate maintenance fees are paid, the nominal expiration of these patents will be in 2036.

We own a patent application family describing composition-of-matter claims encompassing PROTAC compounds comprised of ligands for the MDM2 E3 ubiquitin ligase as well as claims to associated methods of use. Patent applications under this family have been filed in the United States, Australia, Brazil, Canada, China, Europe, India, Japan, Korea, Mexico, and Russia. If granted, and all appropriate maintenance fees are paid, the nominal expiration of these patents will be in 2036.

PROTAC Product Candidates

Our product or protein-specific patent applications were created to pursue more focused exclusivity around PROTAC compounds designed to target specific proteins. As of June 21, 2018, our PROTAC product patent portfolio that we own, co-own and in-license included one issued foreign patent, 29 pending U.S. patent applications, and 35 pending foreign patent applications.

We own two patent families describing composition-of-matter claims of PROTAC compounds addressing AR, as well as associated methods of use to treat cancer, one of which covers ARV-110. For the family covering ARV-110 we own one international patent application and one pending U.S. patent application with claims directed to composition of matter generically covering ARV-110 and methods of use thereof. The U.S. patent application and any foreign patent applications claiming priority to the international application, if issued, would expire in 2037, without taking potential patent term extensions into account. Patent applications under the other family have been filed in the United States, Australia, Brazil, Canada, China, Europe, Hong Kong, India, Japan, Korea, Mexico, and Russia. If granted, and all appropriate maintenance fees are paid, the nominal expiration of these patents will be 2036. A CIP patent application was filed in 2017 with composition of matter claims directed to compounds comprising of androgen binding moieties and chemical linkers generally. If granted, and all appropriate maintenance fees are paid, the U.S. CIP application will expire in 2036 without taking potential patent term extensions into account.

With regards to ARV-471, we own one international patent application and one pending U.S. patent application with claims directed to composition of matter generically covering ARV-471 and methods of use thereof. The U.S. patent application and any foreign patent applications claiming priority to the international application, if issued, would expire in 2037, without taking potential patent term extensions into account.

The term of individual patents depends upon the legal term of the patents in the countries in which they are obtained. In most countries in which we file, the patent term is 20 years from the earliest date of filing a non-provisional patent application.

In the United States, the term of a patent covering an FDA-approved drug may be eligible for a patent term extension under the Hatch-Waxman Act as compensation for the loss of patent term during the FDA regulatory review process. The period of extension may be up to five years beyond the expiration of the patent, but cannot extend the remaining term of a patent beyond a total of 14 years from the date of product approval. Only one patent among those eligible for an extension may be extended. Similar provisions are available in Europe and in certain other jurisdictions to extend the term of a patent that covers an approved drug. Similar patent term extensions are available in other countries. It is possible that issued U.S. patents covering ARV-110 and ARV-471 may be entitled to patent term extensions. If our product candidates receive FDA approval, we intend to apply for patent term extensions, if available, to extend the term of patents that cover the approved product candidates. We also intend to seek patent term extensions in any jurisdiction where they are available, however, there is no guarantee that the applicable authorities, including the FDA, will agree with our assessment of whether such extensions should be granted, and even if granted, the length of such extensions.

Trade Secrets

We also rely on trade secrets, technical know-how and continuing innovation to develop and maintain our competitive advantage. Our policy requires inventors who are identified on any company-owned patent applications to assign rights to us. We also rely on confidentiality agreements with our employees, consultants and other advisors to protect our proprietary information. Our policy is to require third parties that receive material confidential information to enter into confidentiality agreements with us.

Trademarks

We own the service mark PROTAC for pharmaceutical products development of new small molecules aimed at degrading disease-causing cellular proteins for treatment in the field of oncology, immunology, inflammatory diseases, and central nervous system disorders. We also own a U.S. trademark application for the mark PROTAC for small molecule products aimed at degrading disease-causing cellular proteins for treatment in the field of oncology, immunology, inflammatory diseases, and central nervous system disorders.

Licenses and Strategic Collaborations

Yale University License Agreement

In July 2013, we entered into a license agreement with Yale pursuant to which Yale granted us an exclusive, worldwide license under specified intellectual property rights for the treatment or prevention of any human or animal disease in which a product mediates degradation of one or more target proteins, which we refer to as the Field, subject to certain exceptions. These licensed intellectual property rights arose from the research conducted by Dr. Craig Crews at Yale. During the period in which Professor Crews serves as a member of our board of directors or scientific advisory board or has a similar advisory arrangement, has a consulting arrangement with us, or his laboratory is performing sponsored research for us, and so long as he is an employee or faculty member (including emeritus faculty member) at Yale, Yale will notify us of any inventions in the Field invented in Professor Crews' laboratory and such invention will be included in the licensed intellectual property, subject to the rights of any non-profit sponsor of the research to use such invention solely for non-profit purposes. In addition, the laboratory of Professor Crews is restricted from conducting any sponsored research, collaboration or other similar arrangement in the Field with a for-profit company while Professor Crews is engaged with us, except where such arrangement allows Yale to grant us licenses of any inventions developed in the laboratory of Professor Crews in the Field in the licensed territory.

We are obligated to use commercially reasonable efforts to implement the written plan we agreed to with Yale addressing the research, development, regulatory matters, manufacturing and commercialization of licensed products, and we must update this plan on an annual basis. Our agreement with Yale also requires us to achieve specified milestone events.

Pursuant to the license agreement we paid to Yale an upfront payment of $149,511. We are responsible for paying Yale an annual license maintenance fee in varying amounts (ranging from the low tens-thousands of dollars to the mid to high tens-thousands of dollars) until the first sale to a third party of any licensed product, which is creditable against our royalty obligations for the given year. As of March 31, 2018, we have paid a total of $135,000 in license maintenance fees to Yale. We are required to pay Yale, subject to the achievement of specified development and regulatory milestones, payments aggregating up to approximately $3.0 million for the first licensed product and up to approximately $1.5 million for the second licensed product. We are not required to make any milestone payments for any licensed products beyond the first two. While the agreement remains in effect, we are required to pay Yale low single-digit royalties on aggregate worldwide net sales of certain licensed products, which may be subject to reductions. Yale is guaranteed a minimum royalty payment amount (ranging from $200,000 to $500,000) for each year after the first sale of a licensed product that results in net sales. We must also pay Yale a mid-single digit to mid-double digit percentage, decreasing as a licensed product proceeds through development stages, of any consideration we receive from sublicensees, depending on the timing of such sublicense. We have previously paid to Yale $750,000 for sublicense consideration, representing the maximum amount required to be paid for sublicense consideration received prior to the filing of an IND for a licensed product. We are also responsible for costs relating to the prosecution and maintenance of the licensed patents. Finally, subject to certain

conditions, all payments made by us to Yale (except patent costs) will be tripled during the pendency of any patent challenge made by us against Yale.

We have also agreed to pay for PROTAC research support from Yale pursuant to a sponsored research agreement that we entered into with Yale in July 2016 and amended in April 2018. Under the sponsored research agreement, as amended, we agreed to pay Yale an aggregate of $3.7 million over five years, ending in the first quarter of 2021, and as of March 31, 2018, we had paid Yale an aggregate of approximately $1.0 million. The research is performed by and under the supervision and direction of Professor Crews for so long as he is employed by Yale.

The license agreement remains in effect until (a) for certain products, the date on which the last claim of the licensed patents expires; and (b) for certain products, 10 years after the sale of such products. Either we or Yale may terminate the agreement for the other party's uncured material breach of certain provisions, we may terminate the agreement for convenience upon six months' prior notice, and Yale may terminate the agreement if we fail to make a payment when due, fail to obtain or maintain adequate insurance coverage or fail to achieve specified financing or regulatory milestone events. The agreement will automatically terminate if we become insolvent.

Genentech License Agreement

In September 2015, we entered into an Option and License Agreement with Genentech, Inc. and F. Hoffmann-La Roche Ltd, collectively referred to as Genentech, focused on PROTAC discovery and research for target proteins, or Targets, based on our proprietary platform technology, other than excluded Targets as described below. This collaboration was expanded in November 2017 through an Amended and Restated Option, License and Collaboration Agreement, which we refer to as the Restated Genentech Agreement.

The collaboration is managed by a joint research committee and a joint project team, each of which is comprised of representatives from us and Genentech. Decisions of the joint research committee and joint project team are made by consensus, with each party having one vote. If the joint research committee is unable to agree, and the parties' executives are not able to resolve the dispute, then Genentech has final decision-making authority, subject to specified limitations.

Under the Restated Genentech Agreement, Genentech has the right to designate up to ten Targets for further discovery and research utilizing our PROTAC platform technology. Genentech may designate as a Target any protein to which a PROTAC, by design, binds, to achieve its mechanism of action, subject to certain exclusions. Genentech also has the right to remove a Target from the collaboration and substitute a different Target that is not an excluded Target at any time prior to us commencing research on such Target or in certain circumstances following commencement of research by us.

Once a Target becomes subject to the collaboration, we are obligated to use diligent efforts to undertake a research program in accordance with a research plan agreed to by the parties for such Target. We are responsible for funding our activities under the research program for each Target up to the amount set forth in the budget for such Target agreed upon by the parties in the research plan. For costs incurred in excess of the budgeted amount, Genentech has the option of either having us continue the work on the Target and reimbursing us for our costs in doing so or terminating the work on such Target.

The research program for each Target contemplates that the discovery and research work will occur in two stages: Stage 1, in which our objective will be to identify a PROTAC that demonstrates in vitro protein degradation of the Target; and Stage 2, in which our objective will be to demonstrate

certain *in vitro* and *in vivo* activity. For each Target, at the conclusion of Stage 1, Genentech has the opportunity to continue the research program for such Target or terminate all activities on such Target. At the conclusion of each stage, we are obligated to provide certain deliverables to Genentech, including a data package at the end of Stage 2. Genentech has an option to obtain an exclusive worldwide license to the applicable PROTACs directed against the applicable Target, which we refer to as Licensed PROTACs. Each such option must be exercised within a specified time after we deliver the data package for such Licensed PROTAC to Genentech. Once Genentech exercises an option, it is responsible, at its cost, to use diligent efforts to develop and commercialize the Licensed PROTAC through first commercial sale in the United States, the European Union and Japan. To date, Genentech has designated four Targets, three of these Targets are under active collaboration and Genentech has exercised its option with respect to one of the Targets.

During the term of the Restated Genentech Agreement, we and our affiliates are not permitted, either directly or indirectly, to conduct any activities in the design, identification or discovery of any small molecule pharmacologically active agent directed against a Target included in the collaboration, including certain PROTACs whose intended primary mechanism of action is, by design, through induction of proteasomal degradation of such Target.

Under the terms of the Restated Genentech Agreement, we received $11.0 million in 2015 and an additional $34.5 million in 2017 in upfront payments and expansion target payments for the three Targets currently included in the collaboration. We are eligible to receive up to an aggregate of $27.5 million in additional expansion target payments if Genentech exercises its options for all remaining Targets. We are also eligible to receive payments aggregating up to $44.0 million per Target subject to the achievement of specified development milestones; payments aggregating up to $52.5 million per Target (assuming approval of two indications) subject to the achievement of specified regulatory milestones; and payments aggregating up to $60 million per Licensed PROTAC subject to the achievement of specified sales milestones. These milestone payments are subject to reduction if we do not have a valid patent claim covering the Licensed PROTAC at the time the milestone is achieved. We are also eligible to receive, on net sales of Licensed PROTACs, mid-single digit royalties, which may be subject to reductions.

Unless earlier terminated, the Restated Genentech Agreement will expire upon the expiration of all royalty periods for any Licensed PROTACs. Genentech has the right to terminate the Restated Genentech Agreement for convenience in its entirety or with respect to a specific Target on 60 days' prior notice. Either we or Genentech may terminate the agreement, in its entirety or with respect to a specific Target, if the other party is in material breach and such breach is not cured within the specified cure period. In addition, either we or Genentech may terminate the agreement in the event of specified insolvency events involving the other party. If Genentech terminates the agreement for convenience or if we terminate the agreement as a result of Genentech's uncured material breach or Genentech's insolvency, all licenses we granted to Genentech terminate (either in its entirety or with respect to a specific Target, as applicable based on the nature of the termination). If Genentech terminates the agreement as a result of our uncured material breach or our insolvency, all licenses that we granted to Genentech terminate (either in its entirety or with respect to a specific Target, as applicable based on the nature of the termination), except that Genentech has the right to elect to retain its licenses, in which case it would no longer be obligated to use diligent efforts to develop and commercialize the applicable Licensed PROTACs and its payment obligations to us would be reduced.

Pfizer License Agreement

In December 2017, we entered into a Research Collaboration and License Agreement with Pfizer, Inc., or Pfizer, setting forth our collaboration to identify or optimize PROTACs that mediate for degradation of target proteins, or Targets, using our proprietary platform technology that are identified

in the agreement or subsequently selected by Pfizer, subject to certain exclusions. We refer to this agreement as the Pfizer Collaboration Agreement.

Under the Pfizer Collaboration Agreement, Pfizer has designated a number of initial Targets. For each identified Target, we and Pfizer will conduct a separate research program pursuant to a research plan. Pfizer may make substitutions for any of the initial Target candidates, subject to the stage of research for such Target.

We and Pfizer are obligated to use commercially reasonable efforts to complete our respective activities set forth in a research plan, including, in our case, the obligation to provide certain deliverables at the end of each stage. Following the provision of the deliverables by us for a stage, we will suspend the conduct of any further activities until Pfizer has exercised its right to proceed. If Pfizer does not exercise such right within the applicable time period, we will cease activities for such Target and such Target will no longer be part of the collaboration. Each party will bear its own costs in the conduct of such activities, except that any additional work that we agree with Pfizer to perform outside of the research plan will be paid for by Pfizer.

Pfizer has the right to exercise an option to obtain an exclusive worldwide license with respect to each Target for a specified period of time after receipt of the applicable deliverables for such Target. If Pfizer does not exercise its option for a Target, such Target is no longer subject to the Pfizer Collaboration Agreement. If Pfizer exercises such option, Pfizer will have an exclusive license to develop and commercialize compounds directed against such Target, subject to certain diligence obligations.

During the term of the Pfizer Collaboration Agreement, we and our affiliates are not permitted, either directly or indirectly, to develop or commercialize any pharmacologically-active agent whose primary mechanism of action is, by design, directed to a Target, or grant any license, covenant not to sue or other right to any third party for the conduct of such activities. There are no restrictions on Pfizer from developing, manufacturing or commercializing products, programs, technologies or processes that are similar to or may compete with any covered by the Pfizer Collaboration Agreement, subject to certain limitations on Pfizer’s right to use our confidential information or know-how.

Under the terms of the Pfizer Collaboration Agreement, we received an aggregate of $28 million in upfront payments and milestone payments in the three months ended March 31, 2018. We are also eligible to receive further potential option and development and sales-based milestone payments aggregating up to an additional $802.0 million, subject to the achievement of specified development and sales-based milestones for all designated Targets. In addition, we are eligible to receive, on net sales of PROTAC-related products, mid- to high-single digit tiered royalties, which may be subject to reductions.

Unless earlier terminated, the Pfizer Collaboration Agreement will expire upon the expiration of all royalty obligations thereunder. Pfizer has the right to terminate the Pfizer Collaboration Agreement for convenience in its entirety or with respect to a specific target on 60 days’ prior notice. Either we or Pfizer may terminate the Pfizer Collaboration Agreement, in its entirety or with respect to a specific target, if the other party is in material breach and such breach is not cured within the specified cure period. In addition, either we or Pfizer may terminate the Pfizer Collaboration Agreement in the event of specified insolvency events involving the other party. If Pfizer terminates the agreement in its entirety or as a result of our uncured material breach or our insolvency, Pfizer retains its license with respect to Targets for which it has exercised an option (unless Pfizer elects otherwise), subject to reduced payment obligations.

Competition

The biotechnology and pharmaceutical industries are characterized by rapidly advancing technologies, intense competition and a strong emphasis on intellectual property and proprietary products. While we believe that our technology, expertise, scientific knowledge and intellectual property estate provide us with competitive advantages, we face potential competition from many different sources, including major pharmaceutical, specialty pharmaceutical and biotechnology companies, academic institutions, governmental agencies and public and private research institutions that conduct research, seek patent protection, and establish collaborative arrangements for research, development, manufacturing, and commercialization. Not only must we compete with other companies that are focused on protein degradation, but any product candidates that we successfully develop and commercialize will compete with existing therapies and new therapies that may become available in the future. Moreover, our industry is characterized by the existence of large numbers of patents and frequent allegations of patent infringement.

Our platform and product focus is the discovery and development of protein degradation therapies using our small molecule PROTACs. Other companies researching chimeric small molecules for protein degradation include C4 Therapeutics, Inc., Cullgen Inc. and Kymera Therapeutics, Inc., all of which are currently in preclinical development. Further, several large pharmaceutical companies have disclosed preclinical investments in this field, including Amgen, AstraZeneca plc, GlaxoSmithKline plc, Genentech and Novartis International AG. In addition to competition from other protein degradation therapies, any products that we develop may also face competition from other types of therapies, such as small molecule, antibody, or gene therapies.

Our lead product candidates target oncologic indications. The most common methods of treating patients in oncologic indications are surgery, radiation and drug therapy, including chemotherapy, hormone therapy and targeted drug therapy. There are a variety of available drug therapies marketed for cancer, including prostate cancer and breast cancer. In many cases, these drugs are administered in combination to enhance efficacy. Some of the currently approved drug therapies are branded and subject to patent protection, and others are available on a generic basis. Many of these approved drugs are well established therapies and are widely accepted by physicians, patients and third-party payors. In general, although there has been considerable progress over the past few decades in the treatment of cancer and the currently marketed therapies provide benefits to many patients, these therapies all are limited to some extent in their efficacy and frequency of adverse events, and none of them are successful in treating all patients. As a result, the level of morbidity and mortality from cancer remains high.

In addition to currently marketed drugs, there are also several product candidates in late stage clinical development for the treatment of oncologic indications, including for mCRPC and metastatic ER+ breast cancer. These products in development may provide efficacy, safety, convenience and other benefits that are not provided by currently marketed therapies. As a result, they may provide significant competition for any of our product candidates for which we obtain market approval.

If any of our product candidates are approved for the indications for which we expect to conduct clinical trials, they will compete with the foregoing therapies and the currently marketed drugs and potentially any drugs in development. It is also possible that we will face competition from other biologic or pharmaceutical approaches as well as from other types of therapies.

Many of our current or potential competitors, either alone or with their collaboration partners, 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. 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. Mergers and acquisitions in the pharmaceutical and biotechnology 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 products that are safer, more effective, have fewer or less severe side effects, are more convenient or are less expensive than any products that we may develop. Our competitors also may obtain FDA or other regulatory approval for their products more rapidly than we may obtain approval for ours, which could result in our competitors establishing a strong market position before we are able to enter the market. In addition, our ability to compete may be affected in many cases by insurers or other third-party payors seeking to encourage the use of generic products. There are generic products currently on the market for certain of the indications that we are pursuing, and additional products are expected to become available on a generic basis over the coming years. If our product candidates are approved, we expect that they will be priced at a significant premium over competitive generic products.

The key competitive factors affecting the success of all our programs, if approved, are likely to be their efficacy, safety, convenience, price, level of generic competition and availability of reimbursement.

Commercialization Plans

We have not yet established our own commercial organization or distribution capabilities because our product candidates are still in preclinical development. Other than our discovery collaboration agreements, we have retained commercialization rights for all of our development programs. If any of our product candidates receive marketing approval, we will need to develop a plan to commercialize them in the United States and other key markets. We currently expect that we would build our own focused, specialized sales and marketing organization to support the commercialization in the United States of product candidates for which we receive marketing approval and that can be commercialized with such capabilities. We expect to utilize a variety of types of collaboration, co-promotion, distribution and other marketing arrangements with one or more third parties to commercialize our product candidates in markets outside the United States or for situations in which a larger sales and marketing organization is required.

As product candidates advance through our pipeline, our commercial plans may change. In particular, some of our research programs target potentially larger indications. Data, the size of the development programs, the size of the target market, the size of a commercial infrastructure and manufacturing needs may all influence our strategies in the United States, Europe and the rest of the world.

Manufacturing and Supply

We do not own or operate, and currently have no plans to establish, any manufacturing facilities. We rely on and expect to continue to rely on third-party contract manufacturing organizations, or CMOs, for both drug substance and finished drug product. We have engaged third-party manufacturers to supply the drug substances for ARV-110 and ARV-471 and a third-party manufacturer to develop and manufacture finished drug product for ARV-110 that we plan to use in our Phase 1 clinical trials. We intend to secure a third-party manufacturer to develop and manufacture finished drug product for

ARV-471. We currently obtain our supplies from these manufacturers on a purchase order basis and do not have long-term supply arrangements in place. Should any of these manufacturers become unavailable to us for any reason, we believe that there are a number of potential replacements, although we may incur some delay in identifying and qualifying such replacements.

All of our drug candidates are organic compounds of low molecular weight, generally called small molecules, but which are larger than traditional small molecule therapeutics. We have selected these compounds not only on the basis of their potential efficacy and safety, but also for their ease of synthesis and reasonable cost of goods. In particular, our lead product candidates are manufactured using reliable and reproducible synthetic processes from readily available starting materials. The chemistry is amenable to scale up and does not require unusual equipment in the manufacturing process. We expect to continue to develop drug candidates that can be produced cost-effectively at contract manufacturing facilities.

Government Regulation and Product Approvals

Government authorities in the United States, at the federal, state and local level, and in other countries and jurisdictions, including the European Union, extensively regulate, among other things, the research, development, testing, manufacture, pricing, quality control, approval, packaging, storage, recordkeeping, labeling, advertising, promotion, distribution, marketing, post-approval monitoring and reporting, and import and export of biopharmaceutical products. The processes for obtaining marketing approvals in the United States and in foreign countries and jurisdictions, along with compliance with applicable statutes and regulations and other regulatory authorities, require the expenditure of substantial time and financial resources.

Approval and Regulation of Drugs in the United States

In the United States, drug products are regulated under the Federal Food, Drug, and Cosmetic Act, or FDCA, and applicable implementing regulations and guidance. The failure of an applicant to comply with the applicable regulatory requirements at any time during the product development process, including nonclinical testing, clinical testing, the approval process or post-approval process, may result in delays to the conduct of a study, regulatory review and approval and/or administrative or judicial sanctions. These sanctions may include, but are not limited to, the FDA's refusal to allow an applicant to proceed with clinical trials, refusal to approve pending applications, withdrawal of an approval, imposition of a clinical hold, issuance of warning letters and other types of letters, adverse publicity, voluntary product recalls, product seizures, total or partial suspension of production or distribution, injunctions, fines, refusals of government contracts, restitution, disgorgement of profits or civil or criminal investigations and penalties brought by the FDA or Department of Justice, or DOJ, or other government entities, including state agencies.

An applicant seeking approval to market and distribute a new drug in the United States generally must satisfactorily complete each of the following steps before the product candidate will be approved by the FDA:

- preclinical testing including laboratory tests, animal studies and formulation studies, which must be performed in accordance with the FDA's good laboratory practice, or GLP, regulations and standards;
- submission to the FDA of an IND for human clinical testing, which must become effective before human clinical trials may begin;
- approval by an independent institutional review board, or IRB, representing each clinical site before each clinical trial may be initiated;

- performance of adequate and well-controlled human clinical trials to establish the safety and efficacy of the product candidate for each proposed indication, in accordance with good clinical practices, or GCP;
- preparation and submission to the FDA of a new drug application, or NDA, for a drug product which includes not only the results of the clinical trials, but also, detailed information on the chemistry, manufacture and quality controls for the product candidate and proposed labeling for one or more proposed indication(s);
- review of the product candidate by an FDA advisory committee, where appropriate or if applicable;
- satisfactory completion of an FDA inspection of the manufacturing facility or facilities, including those of third parties, at which the product candidate or components thereof are manufactured to assess compliance with current good manufacturing practices, or cGMP, requirements and to assure that the facilities, methods and controls are adequate to preserve the product's identity, strength, quality and purity;
- satisfactory completion of any FDA audits of the clinical trial sites to assure compliance with GCP and the integrity of clinical data in support of the NDA;
- payment of user fees and securing FDA approval of the NDA to allow marketing of the new drug product; and
- compliance with any post-approval requirements, including the potential requirement to implement a Risk Evaluation and Mitigation Strategies, or REMS, and the potential requirement to conduct any post-approval studies required by the FDA.

Preclinical Studies

Before an applicant begins testing a product candidate with potential therapeutic value in humans, the product candidate enters the preclinical testing stage, including *in vitro* and animal studies to assess the safety and activity of the drug for initial testing in humans and to establish rationale for therapeutic use. Preclinical tests include laboratory evaluations of product chemistry, formulation and stability, as well as other studies to evaluate, among other things, the toxicity of the product candidate. The conduct of the preclinical tests and formulation of the compounds for testing must comply with federal regulations and requirements, including GLP regulations and standards. The results of the preclinical tests, together with manufacturing information, analytical data, any available clinical data or literature and plans for clinical trials, among other things, are submitted to the FDA as part of an IND. Some long-term preclinical testing, such as animal tests of reproductive adverse events and carcinogenicity, and long-term toxicity studies, may continue after the IND is submitted.

The IND and IRB Processes

An IND is an exemption from the FDCA that allows an unapproved product candidate to be shipped in interstate commerce for use in an investigational clinical trial and a request for FDA authorization to administer such investigational product to humans. Such authorization must be secured prior to interstate shipment and administration of any product candidate that is not the subject of an approved NDA. In support of a request for an IND, applicants must submit a protocol for each clinical trial and any subsequent protocol amendments must be submitted to the FDA as part of the IND. In addition, the results of the preclinical tests, together with manufacturing information, analytical data, any available clinical data or literature and plans for clinical trials, among other things, must be submitted to the FDA as part of an IND. The FDA requires a 30-day waiting period after the filing of each IND before clinical trials may begin. This waiting period is designed to allow the FDA to review the IND to determine whether human research subjects will be exposed to unreasonable health risks.

At any time during this 30-day period, or thereafter, the FDA may raise concerns or questions about the conduct of the trials as outlined in the IND and impose a clinical hold or partial clinical hold. In this case, the IND sponsor and the FDA must resolve any outstanding concerns before clinical trials can begin.

Following commencement of a clinical trial under an IND, the FDA may also place a clinical hold or partial clinical hold on that trial. A clinical hold is an order issued by the FDA to the sponsor to delay a proposed clinical investigation or to suspend an ongoing investigation. A partial clinical hold is a delay or suspension of only part of the clinical work requested under the IND. For example, a specific protocol or part of a protocol is not allowed to proceed, while other protocols may do so. No more than 30 days after imposition of a clinical hold or partial clinical hold, the FDA will provide the sponsor a written explanation of the basis for the hold. Following issuance of a clinical hold or partial clinical hold, an investigation may only resume after the FDA has notified the sponsor that the investigation may proceed. The FDA will base that determination on information provided by the sponsor correcting the deficiencies previously cited or otherwise satisfying the FDA that the investigation can proceed.

A sponsor may choose, but is not required, to conduct a foreign clinical study under an IND. When a foreign clinical study is conducted under an IND, all FDA IND requirements must be met unless waived. When a foreign clinical study is not conducted under an IND, the sponsor must ensure that the study complies with certain regulatory requirements of the FDA in order to use the study as support for an IND or application for marketing approval. Specifically, such studies must be conducted in accordance with GCP including review and approval by an independent ethics committee, or IEC, and informed consent from subjects. The GCP requirements encompass both ethical and data integrity standards for clinical studies. The FDA's regulations are intended to help ensure the protection of human subjects enrolled in non-IND foreign clinical studies, as well as the quality and integrity of the resulting data. They further help ensure that non-IND foreign studies are conducted in a manner comparable to that required for IND studies.

In addition to the foregoing IND requirements, an IRB representing each institution participating in the clinical trial must review and approve the plan for any clinical trial before it commences at that institution, and the IRB must conduct continuing review and reapprove the study at least annually. The IRB must review and approve, among other things, the study protocol and informed consent information to be provided to study subjects. An IRB must operate in compliance with FDA regulations. An IRB can suspend or terminate approval of a clinical trial at its institution, or an institution it represents, if the clinical trial is not being conducted in accordance with the IRB's requirements or if the product candidate has been associated with unexpected serious harm to patients.

Additionally, some trials are overseen by an independent group of qualified experts organized by the trial sponsor, known as a data safety monitoring board or committee, or DSMB. This group provides authorization as to whether or not a trial may move forward at designated check points based on access that only the group maintains to available data from the study. Suspension or termination of development during any phase of clinical trials can occur if it is determined that the participants or patients are being exposed to an unacceptable health risk. Other reasons for suspension or termination may be made by us based on evolving business objectives and/or competitive climate.

Information about clinical trials must be submitted within specific timeframes to the National Institutes of Health, or NIH, for public dissemination on its ClinicalTrials.gov website.

Human Clinical Trials in Support of an NDA

Clinical trials involve the administration of the investigational product candidate to human subjects under the supervision of a qualified investigator in accordance with GCP requirements which include,

among other things, the requirement that all research subjects provide their informed consent in writing before their participation in any clinical trial. Clinical trials are conducted under written clinical trial protocols detailing, among other things, the objectives of the study, inclusion and exclusion criteria, the parameters to be used in monitoring safety and the effectiveness criteria to be evaluated.

Human clinical trials are typically conducted in three sequential phases, but the phases may overlap or be combined. Additional studies may also be required after approval.

Phase 1 clinical trials are initially conducted in a limited population to test the product candidate for safety, including adverse effects, dose tolerance, absorption, metabolism, distribution, excretion and pharmacodynamics in healthy humans or in patients. During Phase 1 clinical trials, information about the investigational drug product's pharmacokinetics and pharmacological effects may be obtained to permit the design of well-controlled and scientifically valid Phase 2 clinical trials.

Phase 2 clinical trials are generally conducted in a limited patient population to identify possible adverse effects and safety risks, evaluate the efficacy of the product candidate for specific targeted indications and determine dose tolerance and optimal dosage. Multiple Phase 2 clinical trials may be conducted by the sponsor to obtain information prior to beginning larger and more costly Phase 3 clinical trials. Phase 2 clinical trials are well controlled, closely monitored and conducted in a limited patient population.

Phase 3 clinical trials proceed if the Phase 2 clinical trials demonstrate that a dose range of the product candidate is potentially effective and has an acceptable safety profile. Phase 3 clinical trials are undertaken within an expanded patient population to further evaluate dosage, provide substantial evidence of clinical efficacy and further test for safety in an expanded and diverse patient population at multiple, geographically dispersed clinical trial sites. A well-controlled, statistically robust Phase 3 clinical trial may be designed to deliver the data that regulatory authorities will use to decide whether or not to approve, and, if approved, how to appropriately label a drug: such Phase 3 studies are referred to as "pivotal."

In some cases, the FDA may approve an NDA for a product candidate but require the sponsor to conduct additional clinical trials to further assess the product candidate's safety and effectiveness after approval. Such post-approval trials are typically referred to as Phase 4 clinical trials. These studies are used to gain additional experience from the treatment of a larger number of patients in the intended treatment group and to further document a clinical benefit in the case of drugs approved under accelerated approval regulations. Failure to exhibit due diligence with regard to conducting Phase 4 clinical trials could result in withdrawal of approval for products.

Progress reports detailing the results of the clinical trials must be submitted at least annually to the FDA and more frequently if serious adverse events occur. In addition, IND safety reports must be submitted to the FDA for any of the following: serious and unexpected suspected adverse reactions; findings from other studies or animal or *in vitro* testing that suggest a significant risk in humans exposed to the product; and any clinically important increase in the case of a serious suspected adverse reaction over that listed in the protocol or investigator brochure. Phase 1, Phase 2 and Phase 3 clinical trials may not be completed successfully within any specified period, or at all. Furthermore, the FDA or the sponsor may suspend or terminate a clinical trial at any time on various grounds, including a finding that the research subjects are being exposed to an unacceptable health risk. Similarly, an IRB can suspend or terminate approval of a clinical trial at its institution, or an institution it represents, if the clinical trial is not being conducted in accordance with the IRB's requirements or if the product has been associated with unexpected serious harm to patients. The FDA will typically inspect one or more clinical sites to assure compliance with GCP and the integrity of the clinical data submitted.

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

Review and Approval of an NDA

In order to obtain approval to market a drug product in the United States, a marketing application must be submitted to the FDA that provides sufficient data establishing the safety and efficacy of the proposed drug product for its intended indication. The application includes all relevant data available from pertinent preclinical studies and clinical trials, including negative or ambiguous results as well as positive findings, together with detailed information relating to the product's chemistry, manufacturing, controls and proposed labeling, among other things. Data can come from company-sponsored clinical trials intended to test the safety and effectiveness of a use of a product, or from a number of alternative sources, including studies initiated by investigators. To support marketing approval, the data submitted must be sufficient in quality and quantity to establish the safety and efficacy of the drug product to the satisfaction of the FDA.

The NDA is a vehicle through which applicants formally propose that the FDA approve a new product for marketing and sale in the United States for one or more indications. Every new drug product candidate must be the subject of an approved NDA before it may be commercialized in the United States. Under federal law, the submission of most NDAs is subject to an application user fee, which for federal fiscal year 2018 is $2,421,495 for an application requiring clinical data. The sponsor of an approved NDA is also subject to an annual prescription drug product program fee, which for fiscal year 2018 is $304,162. Certain exceptions and waivers are available for some of these fees, such as an exception from the application fee for products with orphan designation, an exception from the program fee when the program does not engage in manufacturing the drug during a particular fiscal year and a waiver for certain small businesses.

Following submission of an NDA, the FDA conducts a preliminary review of the application generally within 60 calendar days of its receipt and strives to inform the sponsor by the 74th day after the FDA's receipt of the submission whether the application is sufficiently complete to permit substantive review. The FDA may request additional information rather than accept the application for filing. In this event, the application must be resubmitted with the additional information. The resubmitted application is also 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. The FDA has agreed to specified performance goals in the review process of NDAs. Under that agreement, 90% of applications seeking approval of New Molecular Entities, or NMEs, are meant to be reviewed within ten months from the date on which the FDA accepts the application for filing, and 90% of applications for NMEs that have been designated for "priority review" are meant to be reviewed within six months of the filing date. For applications seeking approval of products that are not NMEs, the ten-month and six-month review periods run from the date that the FDA receives the application. The review process and the Prescription Drug User Fee Act, or PDUFA, goal date may be extended by the FDA for three additional months to consider new information or clarification provided by the applicant to address an outstanding deficiency identified by the FDA following the original submission.

Before approving an application, the FDA typically will inspect the facility or facilities where the product is or will be manufactured. These pre-approval inspections may cover all facilities associated

with an NDA submission, including component manufacturing, finished product manufacturing and control testing laboratories. The FDA will not approve an application unless it determines that the manufacturing processes and facilities are in compliance with cGMP requirements and adequate to assure consistent production of the product within required specifications. Additionally, before approving an NDA, the FDA will typically inspect one or more clinical sites to assure compliance with GCP. Under the FDA Reauthorization Act of 2017, the FDA must implement a protocol to expedite review of responses to inspection reports pertaining to certain applications, including applications for products in shortage or those for which approval is dependent on remediation of conditions identified in the inspection report.

In addition, as a condition of approval, the FDA may require an applicant to develop a REMS. REMS use risk minimization strategies beyond the professional labeling to ensure that the benefits of the product outweigh the potential risks. To determine whether a REMS is needed, the FDA will consider the size of the population likely to use the product, seriousness of the disease, expected benefit of the product, expected duration of treatment, seriousness of known or potential adverse events and whether the product is a new molecular entity.

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

Fast Track, Breakthrough Therapy and Priority Review Designations

The FDA is authorized to designate certain products for expedited review if they are intended to address an unmet medical need in the treatment of a serious or life-threatening disease or condition. These programs are referred to as fast track designation, breakthrough therapy designation, priority review designation and regenerative advanced therapy designation.

Specifically, the FDA may designate a product for Fast Track review if it is intended, whether alone or in combination with one or more other products, for the treatment of a serious or life-threatening disease or condition, and it demonstrates the potential to address unmet medical needs for such a disease or condition. For Fast Track products, sponsors may have greater interactions with the FDA and the FDA may initiate review of sections of a Fast Track product's application before the application is complete. This rolling review may be available if the FDA determines, after preliminary evaluation of clinical data submitted by the sponsor, that a Fast Track product may be effective. The sponsor must also provide, and the FDA must approve, a schedule for the submission of the remaining information and the sponsor must pay applicable user fees. However, the FDA's time period goal for reviewing a Fast Track application does not begin until the last section of the application is submitted. In addition, the Fast Track designation may be withdrawn by the FDA if the FDA believes that the designation is no longer supported by data emerging in the clinical trial process.

Second, a product may be designated as a Breakthrough Therapy if it is intended, either alone or in combination with one or more other products, to treat a serious or life-threatening disease or condition and preliminary clinical evidence indicates that the product may demonstrate substantial improvement over existing therapies on one or more clinically significant endpoints, such as substantial treatment effects observed early in clinical development. The FDA may take certain actions with respect to Breakthrough Therapies, including holding meetings with the sponsor throughout the development process; providing timely advice to the product sponsor regarding development and approval; involving more senior staff in the review process; assigning a cross-disciplinary project lead for the review team; and taking other steps to design the clinical trials in an efficient manner.

Third, the FDA may designate a product for priority review if it is a product that treats a serious condition and, if approved, would provide a significant improvement in safety or effectiveness. The FDA determines, on a case-by-case basis, whether the proposed product represents a significant improvement when compared with other available therapies. Significant improvement may be illustrated by evidence of increased effectiveness in the treatment of a condition, elimination or substantial reduction of a treatment-limiting product reaction, documented enhancement of patient compliance that may lead to improvement in serious outcomes, and evidence of safety and effectiveness in a new subpopulation. A priority designation is intended to direct overall attention and resources to the evaluation of such applications, and to shorten the FDA's goal for taking action on a marketing application from ten months to six months.

Accelerated Approval Pathway

The FDA may grant accelerated approval to a product for a serious or life-threatening condition that provides meaningful therapeutic advantage to patients over existing treatments based upon a determination that the product has an effect on a surrogate endpoint that is reasonably likely to predict clinical benefit. The FDA may also grant accelerated approval for such a condition when the product has an effect on an intermediate clinical endpoint that can be measured earlier than an effect on irreversible morbidity or mortality, or IMM, and 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. Products granted accelerated approval must meet the same statutory standards for safety and effectiveness as those granted traditional approval.

For the purposes of accelerated approval, a surrogate endpoint is a marker, such as a laboratory measurement, radiographic image, physical sign or other measure that is thought to predict clinical benefit, but is not itself a measure of clinical benefit. Surrogate endpoints can often be measured more easily or more rapidly than clinical endpoints. An intermediate clinical endpoint is a measurement of a therapeutic effect that is considered reasonably likely to predict the clinical benefit of a drug, such as an effect on IMM. The FDA has limited experience with accelerated approvals based on intermediate clinical endpoints, but has indicated that such endpoints generally may support accelerated approval where the therapeutic effect measured by the endpoint is not itself a clinical benefit and basis for traditional approval, if there is a basis for concluding that the therapeutic effect is reasonably likely to predict the ultimate clinical benefit of a product.

The accelerated approval pathway is most often used in settings in which the course of a disease is long and an extended period of time is required to measure the intended clinical benefit of a product, even if the effect on the surrogate or intermediate clinical endpoint occurs rapidly. Thus, accelerated approval has been used extensively in the development and approval of products for treatment of a variety of cancers in which the goal of therapy is generally to improve survival or decrease morbidity and the duration of the typical disease course requires lengthy and sometimes large trials to demonstrate a clinical or survival benefit. Thus, the benefit of accelerated approval derives from the potential to receive approval based on surrogate endpoints sooner than possible for trials with clinical or survival endpoints, rather than deriving from any explicit shortening of the FDA approval timeline, as is the case with priority review.

The accelerated approval pathway is usually contingent on a sponsor's agreement to conduct, in a diligent manner, additional post-approval confirmatory studies to verify and describe the product's clinical benefit. As a result, a product candidate approved on this basis is subject to rigorous post-marketing compliance requirements, including the completion of Phase 4 or post-approval clinical trials to confirm the effect on the clinical endpoint. Failure to conduct required post-approval studies, or confirm a clinical benefit during post-marketing studies, would allow the FDA to initiate expedited

proceedings to withdraw approval of the product. All promotional materials for product candidates approved under accelerated regulations are subject to prior review by the FDA.

The FDA's Decision on an NDA

On the basis of the FDA's evaluation of the application and accompanying information, including the results of the inspection of the manufacturing facilities, the FDA may issue an approval letter or a complete response letter. An approval letter authorizes commercial marketing of the product with specific prescribing information for specific indications. A complete response letter generally outlines the deficiencies in the submission and may require substantial additional testing or information in order for the FDA to reconsider the application. If and when those deficiencies have been addressed to the FDA's satisfaction in a resubmission of the NDA, the FDA will issue an approval letter. The FDA has committed to reviewing such resubmissions in two or six months depending on the type of information included. Even with submission of this additional information, the FDA ultimately may decide that the application does not satisfy the regulatory criteria for approval.

If the FDA approves a new product, it may limit the approved indications for use of the product, require that contraindications, warnings or precautions be included in the product labeling, or require that post-approval studies, including Phase 4 clinical trials, be conducted to further assess the drug's safety after approval. The agency may also require testing and surveillance programs to monitor the product after commercialization, or impose other conditions, including distribution restrictions or other risk management mechanisms, including REMS, to help ensure that the benefits of the product outweigh the potential risks. REMS can include medication guides, communication plans for health care professionals, and elements to assure safe use, or ETASU. ETASU can include, but are not limited to, special training or certification for prescribing or dispensing, dispensing only under certain circumstances, special monitoring and the use of patent registries. The FDA may prevent or limit further marketing of a product based on the results of post-market studies or surveillance programs. The FDA may require a REMS before approval or post-approval if it becomes aware of a serious risk associated with use of the product. The requirement for a REMS can materially affect the potential market and profitability of a product. After approval, many types of changes to the approved product, such as adding new indications, manufacturing changes and additional labeling claims, are subject to further testing requirements and FDA review and approval.

Post-Approval Regulation

If regulatory approval for marketing of a product or new indication for an existing product is obtained, the sponsor will be required to comply with all regular post-approval regulatory requirements as well as any post-approval requirements that the FDA may have imposed as part of the approval process. The sponsor will be required to report, among other things, certain adverse reactions and manufacturing problems to the FDA, provide updated safety and efficacy information and comply with requirements concerning advertising and promotional labeling requirements. Manufacturers and certain of their subcontractors are required to register their establishments with the FDA and certain state agencies, and are subject to periodic unannounced inspections by the FDA and certain state agencies for compliance with ongoing regulatory requirements, including cGMP regulations, which impose certain procedural and documentation requirements upon manufacturers. Changes to the manufacturing process are strictly regulated and often require prior FDA approval before being implemented. Accordingly, the sponsor and its third-party manufacturers must continue to expend time, money and effort in the areas of production and quality control to maintain compliance with cGMP regulations and other regulatory requirements.

Once an approval is granted, the FDA may withdraw the approval if compliance with regulatory requirements 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 trials to assess safety risks; or imposition of distribution or other restrictions under a REMS program. Other potential consequences include, among other things:

- restrictions on the marketing or manufacturing of the product, complete withdrawal of the product from the market or product recalls;
- fines, warning letters or holds on post-approval clinical trials;
- refusal of the FDA to approve pending applications or supplements to approved applications, or withdrawal of product approvals;
- product seizure or detention, or refusal to permit the import or export of products; or
- injunctions or the imposition of civil or criminal penalties.

The FDA strictly regulates the marketing, labeling, advertising and promotion of prescription drug products placed on the market. This regulation includes, among other things, standards and regulations for direct-to-consumer advertising, communications regarding unapproved uses, industry-sponsored scientific and educational activities, and promotional activities involving the Internet and social media. Promotional claims about a drug's safety or effectiveness are prohibited before the drug is approved. After approval, a drug product generally may not be promoted for uses that are not approved by the FDA, as reflected in the product's prescribing information. In the United States, health care professionals are generally permitted to prescribe drugs for such uses not described in the drug's labeling, known as off-label uses, because the FDA does not regulate the practice of medicine. However, FDA regulations impose rigorous restrictions on manufacturers' communications, prohibiting the promotion of off-label uses. It may be permissible, under very specific, narrow conditions, for a manufacturer to engage in nonpromotional, non-misleading communication regarding off-label information, such as distributing scientific or medical journal information.

If a company is found to have promoted off-label uses, it may become subject to adverse public relations and administrative and judicial enforcement by the FDA, the Department of Justice, or the Office of the Inspector General of the Department of Health and Human Services, as well as state authorities. This could subject a company to a range of penalties that could have a significant commercial impact, including civil and criminal fines and agreements that materially restrict the manner in which a company promotes or distributes drug products. The federal government has levied large civil and criminal fines against companies for alleged improper promotion, and has also requested that companies enter into consent decrees or permanent injunctions under which specified promotional conduct is changed or curtailed.

In addition, the distribution of prescription pharmaceutical products is subject to the Prescription Drug Marketing Act, or PDMA, and its implementing regulations, as well as the Drug Supply Chain Security Act, or DSCA, which regulate the distribution and tracing of prescription drug samples at the federal level, and set minimum standards for the regulation of distributors by the states. The PDMA, its implementing regulations and state laws limit the distribution of prescription pharmaceutical product samples, and the DSCA imposes requirements to ensure accountability in distribution and to identify and remove counterfeit and other illegitimate products from the market.

Section 505(b)(2) NDAs

NDAs for most new drug products are based on two full clinical studies which must contain substantial evidence of the safety and efficacy of the proposed new product for the proposed use.

These applications are submitted under Section 505(b)(1) of the FDCA. The FDA is, however, authorized to approve an alternative type of NDA under Section 505(b)(2) of the FDCA. This type of application allows the applicant to rely, in part, on the FDA's previous findings of safety and efficacy for a similar product, or published literature. Specifically, Section 505(b)(2) applies to NDAs for a drug for which the investigations made to show whether or not the drug is safe for use and effective in use and relied upon by the applicant for approval of the application "were not conducted by or for the applicant and for which the applicant has not obtained a right of reference or use from the person by or for whom the investigations were conducted."

Thus, Section 505(b)(2) authorizes the FDA to approve an NDA based on safety and effectiveness data that were not developed by the applicant. NDAs filed under Section 505(b)(2) may provide an alternate and potentially more expeditious pathway to FDA approval for new or improved formulations or new uses of previously approved products. If the 505(b)(2) applicant can establish that reliance on the FDA's previous approval is scientifically appropriate, the applicant may eliminate the need to conduct certain preclinical or clinical studies of the new product. The FDA may also require companies to perform additional studies or measurements to support the change from the approved product. The FDA may then approve the new drug candidate for all or some of the label indications for which the referenced product has been approved, as well as for any new indication sought by the Section 505(b)(2) applicant.

Abbreviated New Drug Applications for Generic Drugs

In 1984, with passage of the Hatch-Waxman Amendments to the FDCA, Congress established an abbreviated regulatory scheme authorizing the FDA to approve generic drugs that are shown to contain the same active ingredients as, and to be bioequivalent to, drugs previously approved by the FDA pursuant to NDAs. To obtain approval of a generic drug, an applicant must submit an abbreviated new drug application, or ANDA, to the agency. An ANDA is a comprehensive submission that contains, among other things, data and information pertaining to the active pharmaceutical ingredient, bioequivalence, drug product formulation, specifications and stability of the generic drug, as well as analytical methods, manufacturing process validation data and quality control procedures. ANDAs are "abbreviated" because they generally do not include preclinical and clinical data to demonstrate safety and effectiveness. Instead, in support of such applications, a generic manufacturer may rely on the preclinical and clinical testing previously conducted for a drug product previously approved under an NDA, known as the reference-listed drug, or RLD.

Specifically, in order for an ANDA to be approved, the FDA must find that the generic version is identical to the RLD with respect to the active ingredients, the route of administration, the dosage form, the strength of the drug and the conditions of use of the drug. At the same time, the FDA must also determine that the generic drug is "bioequivalent" to the innovator drug. Under the statute, a generic drug is bioequivalent to a RLD if "the rate and extent of absorption of the drug do not show a significant difference from the rate and extent of absorption of the listed drug." Upon approval of an ANDA, the FDA indicates whether the generic product is "therapeutically equivalent" to the RLD in its publication "Approved Drug Products with Therapeutic Equivalence Evaluations," also referred to as the "Orange Book." Physicians and pharmacists consider a therapeutic equivalent generic drug to be fully substitutable for the RLD. In addition, by operation of certain state laws and numerous health insurance programs, the FDA's designation of therapeutic equivalence often results in substitution of the generic drug without the knowledge or consent of either the prescribing physician or patient.

Under the Hatch-Waxman Amendments, the FDA may not approve an ANDA until any applicable period of non-patent exclusivity for the RLD has expired. The FDCA provides a period of five years of non-patent data exclusivity for a new drug containing a new chemical entity. For the purposes of this provision, a new chemical entity, or NCE, is a drug that contains no active moiety that has previously

been approved by the FDA in any other NDA. An active moiety is the molecule or ion responsible for the physiological or pharmacological action of the drug substance. In cases where such NCE exclusivity has been granted, an ANDA may not be filed with the FDA until the expiration of five years unless the submission is accompanied by a Paragraph IV certification, in which case the applicant may submit its application four years following the original product approval.

The FDCA also provides for a period of three years of exclusivity if the NDA includes reports of one or more new clinical investigations, other than bioavailability or bioequivalence studies, that were conducted by or for the applicant and are essential to the approval of the application. This three-year exclusivity period often protects changes to a previously approved drug product, such as a new dosage form, route of administration, combination or indication. Three-year exclusivity would be available for a drug product that contains a previously approved active moiety, provided the statutory requirement for a new clinical investigation is satisfied. Unlike five-year NCE exclusivity, an award of three-year exclusivity does not block the FDA from accepting ANDAs seeking approval for generic versions of the drug as of the date of approval of the original drug product. The FDA typically makes decisions about awards of data exclusivity shortly before a product is approved.

The FDA must establish a priority review track for certain generic drugs, requiring the FDA to review a drug application within eight (8) months for a drug that has three (3) or fewer approved drugs listed in the Orange Book and is no longer protected by any patent or regulatory exclusivities, or is on the FDA's drug shortage list. The FDA is also authorized to expedite review of "competitor generic therapies" or drugs with inadequate generic competition, including holding meetings with or providing advice to the drug sponsor prior to submission of the application.

Hatch-Waxman Patent Certification and the 30-Month Stay

Upon approval of an NDA or a supplement thereto, NDA sponsors are required to list with the FDA each patent with claims that cover the applicant's product or an approved method of using the product. Each of the patents listed by the NDA sponsor is published in the Orange Book. When an ANDA applicant files its application with the FDA, the applicant is required to certify to the FDA concerning any patents listed for the reference product in the Orange Book, except for patents covering methods of use for which the ANDA applicant is not seeking approval. To the extent that the Section 505(b)(2) applicant is relying on studies conducted for an already approved product, the applicant is required to certify to the FDA concerning any patents listed for the approved product in the Orange Book to the same extent that an ANDA applicant would.

Specifically, the applicant must certify with respect to each patent that:

- the required patent information has not been filed;
- the listed patent has expired;
- the listed patent has not expired, but will expire on a particular date and approval is sought after patent expiration; or
- the listed patent is invalid, unenforceable or will not be infringed by the new product.

A certification that the new product will not infringe the already approved product's listed patents or that such patents are invalid or unenforceable is called a Paragraph IV certification. If the applicant does not challenge the listed patents or indicates that it is not seeking approval of a patented method of use, the application will not be approved until all the listed patents claiming the referenced product have expired (other than method of use patents involving indications for which the applicant is not seeking approval).

If the ANDA applicant has provided a Paragraph IV certification to the FDA, the applicant must also send notice of the Paragraph IV certification to the NDA and patent holders once the ANDA has been accepted for filing by the FDA. The NDA and patent holders may then initiate a patent infringement lawsuit in response to the notice of the Paragraph IV certification. The filing of a patent infringement lawsuit within 45 days after the receipt of a Paragraph IV certification automatically prevents the FDA from approving the ANDA until the earlier of 30 months after the receipt of the Paragraph IV notice, expiration of the patent, or a decision in the infringement case that is favorable to the ANDA applicant.

To the extent that the Section 505(b)(2) applicant is relying on studies conducted for an already approved product, the applicant is required to certify to the FDA concerning any patents listed for the approved product in the Orange Book to the same extent that an ANDA applicant would. As a result, approval of a Section 505(b)(2) NDA can be stalled until all the listed patents claiming the referenced product have expired, until any non-patent exclusivity, such as exclusivity for obtaining approval of a new chemical entity, listed in the Orange Book for the referenced product has expired, and, in the case of a Paragraph IV certification and subsequent patent infringement suit, until the earlier of 30 months, settlement of the lawsuit or a decision in the infringement case that is favorable to the Section 505(b)(2) applicant.

Pediatric Studies and Exclusivity

Under the Pediatric Research Equity Act of 2003, an NDA or supplement thereto must contain data that are adequate 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. Sponsors must also submit pediatric study plans prior to the assessment data. Those plans must contain an outline of the proposed pediatric study or studies the applicant plans to conduct, including study objectives and design, any deferral or waiver requests and other information required by regulation. The applicant, the FDA, and the FDA's internal review committee must then review the information submitted, consult with each other and agree upon a final plan. The FDA or the applicant may request an amendment to the plan at any time.

For drugs intended to treat a serious or life-threatening disease or condition, the FDA must, upon the request of an applicant, meet to discuss preparation of the initial pediatric study plan or to discuss deferral or waiver of pediatric assessments. In addition, the FDA will meet early in the development process to discuss pediatric study plans with sponsors and the FDA must meet with sponsors by no later than the end-of-phase 1 meeting for serious or life-threatening diseases and by no later than ninety (90) days after the FDA's receipt of the study plan.

The FDA may, on its own initiative or at the request of the applicant, grant deferrals for submission of some or all pediatric data until after approval of the product for use in adults, or full or partial waivers from the pediatric data requirements. Additional requirements and procedures relating to deferral requests and requests for extension of deferrals are contained in the Food and Drug Administration Safety and Innovation Act, or FDASIA. Unless otherwise required by regulation, the pediatric data requirements do not apply to products with orphan designation.

The FDA Reauthorization Act of 2017 established new requirements to govern certain molecularly targeted cancer indications. Any company that submits an NDA three years after the date of enactment of that statute must submit pediatric assessments with the NDA if the drug is intended for the treatment of an adult cancer and is directed at a molecular target that FDA determines to be substantially relevant to the growth or progression of a pediatric cancer. The investigation must be designed to yield clinically meaningful pediatric study data regarding the dosing, safety and preliminary efficacy to inform pediatric labeling for the product.

Pediatric exclusivity is another type of non-patent marketing exclusivity in the United States and, if granted, provides for the attachment of an additional six months of marketing protection to the term of any existing regulatory exclusivity, including the non-patent and orphan exclusivity. This six-month exclusivity may be granted if an NDA sponsor submits pediatric data that fairly respond to a written request from the FDA for such data. The data do not need to show the product to be effective in the pediatric population studied; rather, if the clinical trial is deemed to fairly respond to the FDA's request, the additional protection is granted. If reports of requested pediatric studies are submitted to and accepted by the FDA within the statutory time limits, whatever statutory or regulatory periods of exclusivity or patent protection cover the product are extended by six months. This is not a patent term extension, but it effectively extends the regulatory period during which the FDA cannot approve another application.

Orphan Drug Designation and Exclusivity

Under the Orphan Drug Act, the FDA may designate a drug product as an "orphan drug" if it is intended to treat a rare disease or condition, generally meaning that it affects fewer than 200,000 individuals in the United States, or more in cases in which there is no reasonable expectation that the cost of developing and making a product available in the United States for treatment of the disease or condition will be recovered from sales of the product. A company must seek orphan drug designation before submitting an NDA for the candidate product. If the request is granted, the FDA will disclose the identity of the therapeutic agent and its potential use. Orphan drug designation does not shorten the PDUFA goal dates for the regulatory review and approval process, although it does convey certain advantages such as tax benefits and exemption from the PDUFA application fee.

If a product with orphan designation receives the first FDA approval for the disease or condition for which it has such designation or for a select indication or use within the rare disease or condition for which it was designated, the product generally will receive orphan drug exclusivity. Orphan drug exclusivity means that the FDA may not approve another sponsor's marketing application for the same drug for the same condition for seven years, except in certain limited circumstances. Orphan exclusivity does not block the approval of a different product for the same rare disease or condition, nor does it block the approval of the same product for different conditions. If a drug designated as an orphan drug ultimately receives marketing approval for an indication broader than what was designated in its orphan drug application, it may not be entitled to exclusivity.

Orphan drug exclusivity will not bar approval of another product under certain circumstances, including if a subsequent product with the same drug for the same condition is shown to be clinically superior to the approved product on the basis of greater efficacy or safety, or providing a major contribution to patient care, or if the company with orphan drug exclusivity is not able to meet market demand. This is the case despite an earlier court opinion holding that the Orphan Drug Act unambiguously required the FDA to recognize orphan exclusivity regardless of a showing of clinical superiority.

Patent Term Restoration and Extension

A patent claiming a new drug product may be eligible for a limited patent term extension under the Hatch-Waxman Act, which permits a patent restoration of up to five years for patent term lost during product development and the FDA regulatory review. The restoration period granted on a patent covering a product is typically one-half the time between the effective date of a clinical investigation involving human beings is begun and the submission date of an application, plus the time between the submission date of an application and the ultimate approval date. Patent term restoration cannot be used to extend the remaining term of a patent past a total of 14 years from the product's approval date. Only one patent applicable to an approved product is eligible for the extension, and the application for

the extension must be submitted prior to the expiration of the patent in question. A patent that covers multiple products for which approval is sought can only be extended in connection with one of the approvals. The United States Patent and Trademark Office reviews and approves the application for any patent term extension or restoration in consultation with the FDA.

The 21st Century Cures Act

On December 13, 2016, President Obama signed the Cures Act into law. The Cures Act is designed to modernize and personalize healthcare, spur innovation and research, and streamline the discovery and development of new therapies through increased federal funding of particular programs. It authorizes increased funding for the FDA to spend on innovation projects. The new law also amends the Public Health Service Act, or PHSA, to reauthorize and expand funding for the NIH. The Cures Act establishes the NIH Innovation Fund to pay for the cost of development and implementation of a strategic plan, early-stage investigators and research. It also charges NIH with leading and coordinating expanded pediatric research. Further, the Cures Act directs the Centers for Disease Control and Prevention to expand surveillance of neurological diseases.

With amendments to the FDCA and the PHSA, Title III of the Cures Act seeks to accelerate the discovery, development, and delivery of new medicines and medical technologies. To that end, and among other provisions, the Cures Act reauthorizes the existing priority review voucher program for certain drugs intended to treat rare pediatric diseases until 2020; creates a new priority review voucher program for drug applications determined to be material national security threat medical countermeasure applications; revises the FDCA to streamline review of combination product applications; requires FDA to evaluate the potential use of “real world evidence” to help support approval of new indications for approved drugs; provides a new “limited population” approval pathway for antibiotic and antifungal drugs intended to treat serious or life-threatening infections; and authorizes FDA to designate a drug as a “regenerative advanced therapy,” thereby making it eligible for certain expedited review and approval designations.

Health Care Law and Regulation

Health care providers and third-party payors play a primary role in the recommendation and prescription of drug products that are granted marketing approval. Arrangements with providers, consultants, third-party payors and customers are subject to broadly applicable state and federal fraud and abuse laws and regulations (including anti-kickback and false claims laws), patient privacy laws and regulations, and other health care laws and regulations that may constrain business and/or financial arrangements. Restrictions under applicable federal and state health care laws and regulations, include the following:

- the federal Anti-Kickback Statute, which prohibits, among other things, persons and entities from knowingly and willfully soliciting, offering, paying, or receiving remuneration, directly or indirectly, in cash or in kind, to induce or reward either the referral of an individual for, or the purchasing, ordering, leasing, arranging for, or recommending the purchasing, ordering, or leasing of, any good or service for which payment may be made, in whole or in part, under a federal health care program such as Medicare and Medicaid;
- the federal civil and criminal false claims laws, including the civil False Claims Act, and Civil Monetary Penalties Law, which prohibit individuals or entities from, among other things, knowingly presenting, or causing to be presented, to the federal government, false or fraudulent claims for payment or knowingly making, using or causing to made or used a false record or statement material to a false or fraudulent claim or to avoid, decrease or conceal an obligation to pay money to the federal government;

- the federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, which created additional federal criminal laws that prohibit, among other things, knowingly and willfully executing, or attempting to execute, a scheme to defraud any health care benefit program or making false statements relating to health care matters;
- the federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, and the regulations promulgated thereunder, including 45 C.F.R. Parts 160 and 164, imposing rules regarding privacy, security, and data breach notifications;
- the Foreign Corrupt Practices Act, or FCPA, which prohibits companies and their intermediaries from making, or offering or promising to make improper payments to non-U.S. officials for the purpose of obtaining or retaining business or otherwise seeking favorable treatment;
- the federal physician transparency requirements known as the Physician Payments Sunshine Act, under the Patient Protection and Affordable Care Act, as amended by the Health Care Education Reconciliation Act, or the Affordable Care Act (ACA), which requires manufacturers of drugs, medical devices, biological and medical supplies covered by Medicare, Medicaid, or State Children's Health Insurance Program (CHIP) to report annually to the Centers for Medicare & Medicaid Services, or CMS, within the United States Department of Health and Human Services, information related to payments and other transfers of value made by that entity to physicians and teaching hospitals, as well as ownership and investment interests held by physicians and their immediate family members; and
- analogous state and foreign laws and regulations, such as state anti-kickback and false claims laws, which may apply to health care items or services that are reimbursed by non-government third-party payors, including private insurers.

Further, some state laws require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government in addition to requiring manufacturers to report information related to payments to physicians and other health care providers or marketing expenditures. Additionally, some state and local laws require the registration of pharmaceutical sales representatives in the jurisdiction. State and foreign laws also govern the privacy and security of health information in some circumstances, many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts.

Pharmaceutical Insurance Coverage and Health Care Reform

In the United States and markets in other countries, patients who are prescribed treatments for their conditions and providers performing the prescribed services generally rely on third-party payors to reimburse all or part of the associated health care costs. Significant uncertainty exists as to the coverage and reimbursement status of products approved by the FDA and other government authorities. Thus, even if a product candidate is approved, sales of the product will depend, in part, on the extent to which third-party payors, including government health programs in the United States such as Medicare and Medicaid, commercial health insurers and managed care organizations, provide coverage and establish adequate reimbursement levels for the product. The process for determining whether a payor will provide coverage for a product may be separate from the process for setting the price or reimbursement rate that the payor will pay for the product once coverage is approved. Third-party payors are increasingly challenging the prices charged, examining the medical necessity and reviewing the cost-effectiveness of medical products and services and imposing controls to manage costs. Third-party payors may limit coverage to specific products on an approved list, also known as a formulary, which might not include all of the approved products for a particular indication.

In order to secure coverage and reimbursement for any product that might be approved for sale, a company may need to conduct expensive pharmacoeconomic studies in order to demonstrate the medical necessity and cost-effectiveness of the product, in addition to the costs required to obtain FDA or other comparable marketing approvals. Nonetheless, product candidates may not be considered medically necessary or cost effective. A decision by a third-party payor not to cover a product could reduce physician utilization once the product is approved and have a material adverse effect on sales, results of operations and financial condition. Additionally, 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 and reimbursement for the product, and the level of coverage and reimbursement can differ significantly from payor to payor.

The containment of health care costs also has become a priority of federal, state and foreign governments and the prices of products have been a focus in this effort. Governments have shown significant interest in implementing cost-containment programs, including price controls, restrictions on reimbursement and requirements for substitution of generic products. Adoption of price controls and cost-containment measures, and adoption of more restrictive policies in jurisdictions with existing controls and measures, could further limit a company's revenue generated from the sale of any approved products. Coverage policies and third-party reimbursement rates may change at any time. Even if favorable coverage and reimbursement status is attained for one or more products for which a company or its collaborators receive marketing approval, less favorable coverage policies and reimbursement rates may be implemented in the future.

There have been a number of federal and state proposals during the last few years regarding the pricing of pharmaceutical and biopharmaceutical products, limiting coverage and reimbursement for drugs and biologics and other medical products, government control and other changes to the health care system in the United States.

In March 2010, the United States Congress enacted the ACA, which, among other things, includes changes to the coverage and payment for drug products under government health care programs. Among the provisions of the ACA of importance to our potential product candidates are:

- an annual, nondeductible fee on any entity that manufactures or imports specified branded prescription drugs and biologic agents, apportioned among these entities according to their market share in certain government healthcare programs;
- expansion of eligibility criteria for Medicaid programs by, among other things, allowing states to offer Medicaid coverage to certain individuals with income at or below 133% of the federal poverty level, thereby potentially increasing a manufacturer's Medicaid rebate liability;
- expanded manufacturers' rebate liability under the Medicaid Drug Rebate Program by increasing the minimum rebate for both branded and generic drugs and revising the definition of "average manufacturer price," or AMP, for calculating and reporting Medicaid drug rebates on outpatient prescription drug prices;
- addressed a new methodology by which rebates owed by manufacturers under the Medicaid Drug Rebate Program are calculated for drugs that are inhaled, infused, instilled, implanted or injected;
- expanded the types of entities eligible for the 340B drug discount program;
- established the Medicare Part D coverage gap discount program by requiring manufacturers to provide a 50% (and 70% starting January 1, 2019) point-of-sale-discount off the negotiated price of applicable brand drugs to eligible beneficiaries during their coverage gap period as a condition for the manufacturers' outpatient drugs to be covered under Medicare Part D; and

- a new Patient-Centered Outcomes Research Institute to oversee, identify priorities in, and conduct comparative clinical effectiveness research, along with funding for such research.

Other legislative changes have been proposed and adopted in the United States since the ACA was enacted. In August 2011, the Budget Control Act of 2011, among other things, created measures for spending reductions by Congress. A Joint Select Committee on Deficit Reduction, tasked with recommending a targeted deficit reduction of at least $1.5 trillion over a ten-year period, was unable to reach required goals, thereby triggering the legislation's automatic $1.2 trillion reduction to several government programs. This includes aggregate reductions of Medicare payments to providers up to 2% per fiscal year, which went into effect in April 2013 and, due to subsequent legislative amendments, will remain in effect through 2027 unless additional Congressional action is taken. In January 2013, President Obama signed into law the American Taxpayer Relief Act of 2012, which, among other things, further reduced Medicare payments to several providers, including hospitals, imaging centers and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years.

Since enactment of the ACA, there have been numerous legal challenges and Congressional actions to repeal and replace provisions of the law. For example, with enactment of the Tax Cuts and Jobs Act of 2017, which was signed by President Trump on December 22, 2017, Congress repealed the "individual mandate." The repeal of this provision, which requires most Americans to carry a minimal level of health insurance, will become effective in 2019. According to the Congressional Budget Office, the repeal of the individual mandate will cause 13 million fewer Americans to be insured in 2027 and premiums in insurance markets may rise. Additionally, on January 22, 2018, President Trump signed a continuing resolution on appropriations for fiscal year 2018 that delayed the implementation of certain ACA-mandated fees, including the so-called "Cadillac" tax on certain high cost employer-sponsored insurance plans, the annual fee imposed on certain health insurance providers based on market share, and the medical device excise tax on non-exempt medical devices. Further, the Bipartisan Budget Act of 2018, among other things, amends the ACA, effective January 1, 2019, to increase from 50 percent to 70 percent the point-of-sale discount that is owed by pharmaceutical manufacturers who participate in Medicare Part D and to close the coverage gap in most Medicare drug plans, commonly referred to as the "donut hole." The Congress will likely consider other legislation to replace elements of the ACA during the next Congressional session.

The Trump Administration has also taken executive actions to undermine or delay implementation of the ACA. In January 2017, President Trump signed an Executive Order directing federal agencies with authorities and responsibilities under the ACA to waive, defer, grant exemptions from, or delay the implementation of any provision of the ACA that would impose a fiscal or regulatory burden on, in part, states, individuals, healthcare providers, health insurers, or manufacturers of pharmaceuticals or medical devices. In October 2017, the President signed a second Executive Order allowing for the use of association health plans, short-term health insurance and health reimbursement arrangements, which may provide fewer health benefits than the plans sold through the ACA exchanges. At the same time, the Administration announced that it will discontinue the payment of cost-sharing reduction, or CSR, payments to insurance companies until Congress approves the appropriation of funds for such CSR payments. The loss of the CSR payments is expected to increase premiums on certain policies issued by qualified health plans under the ACA. A bipartisan bill to appropriate funds for CSR payments was introduced in the Senate, but the future of that bill is uncertain.

Further, there have been several recent U.S. congressional inquiries and proposed and enacted federal and state legislation designed to, among other things, bring more transparency to drug pricing, review the relationship between pricing and manufacturer patient programs, reduce the costs of drugs under Medicare and reform government program reimbursement methodologies for drug products. At the federal level, the Trump administration's budget proposal for fiscal year 2019 contains further drug

price control measures that could be enacted during the 2019 budget process or in other future legislation, including, for example, measures to permit Medicare Part D plans to negotiate the price of certain drugs under Medicare Part B, to allow some states to negotiate drug prices under Medicaid, and to eliminate cost sharing for generic drugs for low-income patients. While any proposed measures will require authorization through additional legislation to become effective, Congress and the Trump administration have each indicated that it will continue to seek new legislative and/or administrative measures to control drug costs. At the state level, individual states are increasingly aggressive in passing legislation and implementing regulations designed to control pharmaceutical and biological product pricing, including price or patient reimbursement constraints, discounts, restrictions on certain product access and marketing cost disclosure and transparency measures, and, in some cases, designed to encourage importation from other countries and bulk purchasing. In addition, regional health care authorities and individual hospitals are increasingly using bidding procedures to determine what pharmaceutical products and which suppliers will be included in their prescription drug and other health care programs. These measures could reduce the ultimate demand for our products, once approved, or put pressure on our product pricing.

Review and Approval of Medicinal Products in the European Union

In order to market any product outside of the United States, a company must also comply with numerous and varying regulatory requirements of other countries and jurisdictions regarding quality, safety and efficacy and governing, among other things, clinical trials, marketing authorization, commercial sales and distribution of products. Whether or not it obtains FDA approval for a product, an applicant will need to obtain the necessary approvals by the comparable non-U.S. regulatory authorities before it can commence clinical trials or marketing of the product in those countries or jurisdictions. The approval process ultimately varies between countries and jurisdictions and can involve additional product testing and additional administrative review periods. The time required to obtain approval in other countries and jurisdictions might differ from and be longer than that required to obtain FDA approval. Regulatory approval in one country or jurisdiction does not ensure regulatory approval in another, but a failure or delay in obtaining regulatory approval in one country or jurisdiction may negatively impact the regulatory process in others. Specifically, however, the process governing approval of medicinal products in the European Union, or EU, generally follows the same lines as in the United States. It entails satisfactory completion of preclinical studies and adequate and well-controlled clinical trials to establish the safety and efficacy of the product for each proposed indication. It also requires the submission to the relevant competent authorities of a marketing authorization application, or MAA, and granting of a marketing authorization by these authorities before the product can be marketed and sold in the EU.

Clinical Trial Approval

The Clinical Trials Directive 2001/20/EC, the Directive 2005/28/EC on GCP and the related national implementing provisions of the individual member states of the European Union, or EU Member States, govern the system for the approval of clinical trials in the EU. Under this system, an applicant must obtain prior approval from the competent national authority of the EU Member States in which the clinical trial is to be conducted. Furthermore, the applicant may only start a clinical trial at a specific study site after the competent ethics committee has issued a favorable opinion. The clinical trial application must be accompanied by, among other documents, an investigational medicinal product dossier (the Common Technical Document) with supporting information prescribed by Directive 2001/20/EC, Directive 2005/28/EC, where relevant the implementing national provisions of the individual EU Member States and further detailed in applicable guidance documents.

In April 2014, the new Clinical Trials Regulation, (EU) No 536/2014, was adopted. The Clinical Trials Regulation was published on June 16, 2014 but is not expected to apply until 2019. The Clinical

Trials Regulation will be directly applicable in all the EU Member States, repealing the current Clinical Trials Directive 2001/20/EC and replacing any national legislation that was put in place to implement the Directive. Conduct of all clinical trials performed in the EU will continue to be bound by currently applicable provisions until the new Clinical Trials Regulation becomes applicable. The extent to which ongoing clinical trials will be governed by the Clinical Trials Regulation will depend on when the Clinical Trials Regulation becomes applicable and on the duration of the individual clinical trial. If a clinical trial continues for more than three years from the day on which the Clinical Trials Regulation becomes applicable the Clinical Trials Regulation will at that time begin to apply to the clinical trial.

The new Clinical Trials Regulation aims to simplify and streamline the approval of clinical trials in the EU. The main characteristics of the regulation include: a streamlined application procedure via a single entry point, the "EU Portal and Database"; a single set of documents to be prepared and submitted for the application as well as simplified reporting procedures for clinical trial sponsors; and a harmonized procedure for the assessment of applications for clinical trials, which is divided in two parts. Part I is assessed by the appointed reporting Member State, whose assessment report is submitted for review by the sponsor and all other competent authorities of all EU Member States in which an application for authorization of a clinical trial has been submitted (Concerned Member States). Part II is assessed separately by each Concerned Member State. Strict deadlines have been established for the assessment of clinical trial applications. The role of the relevant ethics committees in the assessment procedure will continue to be governed by the national law of the Concerned Member State. However, overall related timelines will be defined by the Clinical Trials Regulation.

PRIME Designation in the EU

In March 2016, the European Medicines Agency, or EMA, launched an initiative to facilitate development of product candidates in indications, often rare, for which few or no therapies currently exist. The PRIority MEdicines, or PRIME, scheme is intended to encourage drug development in areas of unmet medical need and provides accelerated assessment of products representing substantial innovation reviewed under the centralized procedure. Products from small- and medium-sized enterprises, or SMEs, may qualify for earlier entry into the PRIME scheme than larger companies. Many benefits accrue to sponsors of product candidates with PRIME designation, including but not limited to, early and proactive regulatory dialogue with the EMA, frequent discussions on clinical trial designs and other development program elements, and accelerated marketing authorization application assessment once a dossier has been submitted. Importantly, a dedicated Agency contact and rapporteur from the Committee for Human Medicinal Products, or CHMP, or Committee for Advanced Therapies, or CAT, are appointed early in PRIME scheme facilitating increased understanding of the product at EMA's Committee level. A kick-off meeting initiates these relationships and includes a team of multidisciplinary experts at the EMA to provide guidance on the overall development and regulatory strategies.

Marketing Authorization

To obtain a marketing authorization for a product under EU regulatory systems, an applicant must submit an MAA either under a centralized procedure administered by the EMA, or one of the procedures administered by competent authorities in the EU Member States (decentralized procedure or mutual recognition procedure). A marketing authorization may be granted only to an applicant established in the EU. Regulation (EC) No 1901/2006 provides that prior to obtaining a marketing authorization in the EU, applicants have to demonstrate compliance with all measures included in an EMA-approved Paediatric Investigation Plan, or PIP, covering all subsets of the pediatric population, unless the EMA has granted (1) a product-specific waiver, (2) a class waiver or (3) a deferral for one or more of the measures included in the PIP.

The centralized procedure provides for the grant of a single marketing authorization by the European Commission that is valid across the European Economic Area (i.e. the EU as well as Iceland, Liechtenstein and Norway). Pursuant to Regulation (EC) No 726/2004, the centralized procedure is compulsory for specific products, including for medicines produced by certain biotechnological processes, products designated as orphan medicinal products, advanced therapy medicinal products (ATMPs) and products with a new active substance indicated for the treatment of certain diseases, including products for the treatment of cancer. For products with a new active substance indicated for the treatment of other diseases and products that are highly innovative or for which a centralized process is in the interest of patients, the centralized procedure may be optional. The centralized procedure may at the request of the applicant also be used in certain other cases.

Under the centralized procedure, the CHMP is responsible for conducting the initial assessment of a product and for several post-authorization and maintenance activities, such as the assessment of modifications or extensions to an existing marketing authorization. Under the centralized procedure in the EU, the maximum timeframe for the evaluation of an MAA is 210 days, excluding clock stops, when additional information or written or oral explanation is to be provided by the applicant in response to questions of the CHMP. Accelerated evaluation might be granted by the CHMP in exceptional cases, when a medicinal product is of major interest from the point of view of public health and in particular from the viewpoint of therapeutic innovation. If the CHMP accepts such request, the time limit of 210 days will be reduced to 150 days but it is possible that the CHMP can revert to the standard time limit for the centralized procedure if it considers that it is no longer appropriate to conduct an accelerated assessment. At the end of this period, the CHMP provides a scientific opinion on whether or not a marketing authorization should be granted in relation to a medicinal product. Within 15 calendar days of receipt of a final opinion from the CHMP, the European Commission must prepare a draft decision concerning an application for marketing authorization. This draft decision must take the opinion and any relevant provisions of EU law into account. Before arriving at a final decision on an application for centralized authorization of a medicinal product the European Commission must consult the Standing Committee on Medicinal Products for Human Use. The Standing Committee is composed of representatives of the EU Member States and chaired by a non-voting European Commission representative. The European Parliament also has a related “droit de regard.” The European Parliament’s role is to ensure that the European Commission has not exceeded its powers in deciding to grant or refuse to grant a marketing authorization.

The European Commission may grant a so-called “marketing authorization under exceptional circumstances.” Such authorization is intended for products for which the applicant can demonstrate that it is unable to provide comprehensive data on the efficacy and safety under normal conditions of use, because the indications for which the product in question is intended are encountered so rarely that the applicant cannot reasonably be expected to provide comprehensive evidence, or in the present state of scientific knowledge, comprehensive information cannot be provided, or it would be contrary to generally accepted principles of medical ethics to collect such information. Consequently, marketing authorization under exceptional circumstances may be granted subject to certain specific obligations, which may include the following:

- the applicant must complete an identified program of studies within a time period specified by the competent authority, the results of which form the basis of a reassessment of the benefit/risk profile;
- the medicinal product in question may be supplied on medical prescription only and may in certain cases be administered only under strict medical supervision, possibly in a hospital and in the case of a radiopharmaceutical, by an authorized person; and
- the package leaflet and any medical information must draw the attention of the medical practitioner to the fact that the particulars available concerning the medicinal product in question are as yet inadequate in certain specified respects.

A marketing authorization under exceptional circumstances is subject to annual review to reassess the risk-benefit balance in an annual reassessment procedure. Continuation of the authorization is linked to the annual reassessment and a negative assessment could potentially result in the marketing authorization being suspended or revoked. The renewal of a marketing authorization of a medicinal product under exceptional circumstances, however, follows the same rules as a “normal” marketing authorization. Thus, a marketing authorization under exceptional circumstances is granted for an initial five years, after which the authorization will become valid indefinitely, unless the EMA decides that safety grounds merit one additional five-year renewal.

The European Commission may also grant a so-called “conditional marketing authorization” prior to obtaining the comprehensive clinical data required for an application for a full marketing authorization. Such conditional marketing authorizations may be granted for product candidates (including medicines designated as orphan medicinal products), if (i) the risk-benefit balance of the product candidate is positive, (ii) it is likely that the applicant will be in a position to provide the required comprehensive clinical trial data, (iii) the product fulfills an unmet medical need and (iv) the benefit to public health of the immediate availability on the market of the medicinal product concerned outweighs the risk inherent in the fact that additional data are still required. A conditional marketing authorization may contain specific obligations to be fulfilled by the marketing authorization holder, including obligations with respect to the completion of ongoing or new studies, and with respect to the collection of pharmacovigilance data. Conditional marketing authorizations are valid for one year, and may be renewed annually, if the risk-benefit balance remains positive, and after an assessment of the need for additional or modified conditions and/or specific obligations. The timelines for the centralized procedure described above also apply with respect to the review by the CHMP of applications for a conditional marketing authorization.

The EU medicines rules expressly permit the EU Member States to adopt national legislation prohibiting or restricting the sale, supply or use of any medicinal product containing, consisting of or derived from a specific type of human or animal cell, such as embryonic stem cells. While the products we have in development do not make use of embryonic stem cells, it is possible that the national laws in certain EU Member States may prohibit or restrict us from commercializing our products, even if they have been granted an EU marketing authorization.

Unlike the centralized authorization procedure, the decentralized marketing authorization procedure requires a separate application to, and leads to separate approval by, the competent authorities of each EU Member State in which the product is to be marketed. This application is identical to the application that would be submitted to the EMA for authorization through the centralized procedure. The reference EU Member State prepares a draft assessment and drafts of the related materials within 120 days after receipt of a valid application. The resulting assessment report is submitted to the concerned EU Member States who, within 90 days of receipt, must decide whether to approve the assessment report and related materials. If a concerned EU Member State cannot approve the assessment report and related materials due to concerns relating to a potential serious risk to public health, disputed elements may be referred to the European Commission, whose decision is binding on all EU Member States.

The mutual recognition procedure similarly is based on the acceptance by the competent authorities of the EU Member States of the marketing authorization of a medicinal product by the competent authorities of other EU Member States. The holder of a national marketing authorization may submit an application to the competent authority of an EU Member State requesting that this authority recognize the marketing authorization delivered by the competent authority of another EU Member State.

Regulatory Data Protection in the EU

In the EU, innovative medicinal products approved on the basis of a complete independent data package qualify for eight years of data exclusivity upon marketing authorization and an additional two years of market exclusivity pursuant to Directive 2001/83/EC. Regulation (EC) No 726/2004 repeats this entitlement for medicinal products authorized in accordance the centralized authorization procedure. Data exclusivity prevents applicants for authorization of generics of these innovative products from referencing the innovator's data to assess a generic (abridged) application for a period of eight years. During an additional two-year period of market exclusivity, a generic marketing authorization application can be submitted and authorized, and the innovator's data may be referenced, but no generic medicinal product can be placed on the EU market until the expiration of the market exclusivity. The overall ten-year period will be extended to a maximum of 11 years if, during the first eight years of those ten years, the marketing authorization holder obtains an authorization for one or more new therapeutic indications which, during the scientific evaluation prior to their authorization, are held to bring a significant clinical benefit in comparison with existing therapies. Even if a compound is considered to be a new chemical entity so that the innovator gains the prescribed period of data exclusivity, another company nevertheless could also market another version of the product if such company obtained marketing authorization based on an MAA with a complete independent data package of pharmaceutical tests, preclinical tests and clinical trials.

Periods of Authorization and Renewals

A marketing authorization has an initial validity for five years in principle. The marketing authorization may be renewed after five years on the basis of a re-evaluation of the risk-benefit balance by the EMA or by the competent authority of the EU Member State. To this end, the marketing authorization holder must provide the EMA or the competent authority with a consolidated version of the file in respect of quality, safety and efficacy, including all variations introduced since the marketing authorization was granted, at least six months before the marketing authorization ceases to be valid. The European Commission or the competent authorities of the EU Member States may decide, on justified grounds relating to pharmacovigilance, to proceed with one further five-year period of marketing authorization. Once subsequently definitively renewed, the marketing authorization shall be valid for an unlimited period. Any authorization which is not followed by the actual placing of the medicinal product on the EU market (in case of centralized procedure) or on the market of the authorizing EU Member State within three years after authorization ceases to be valid (the so-called sunset clause).

Pediatric Studies and Exclusivity

Prior to obtaining a marketing authorization in the European Union, applicants must demonstrate compliance with all measures included in an EMA-approved PIP covering all subsets of the pediatric population, unless the EMA has granted a product-specific waiver, a class waiver, or a deferral for one or more of the measures included in the PIP. The respective requirements for all marketing authorization procedures are laid down in Regulation (EC) No 1901/2006, the so-called Paediatric Regulation. This requirement also applies when a company wants to add a new indication, pharmaceutical form or route of administration for a medicine that is already authorized. The Paediatric Committee of the EMA, or PDCO, may grant deferrals for some medicines, allowing a company to delay development of the medicine for children until there is enough information to demonstrate its effectiveness and safety in adults. The PDCO may also grant waivers when development of a medicine for children is not needed or is not appropriate, such as for diseases that only affect the elderly population. Before an MAA can be filed, or an existing marketing authorization can be amended, the EMA determines that companies actually comply with the agreed studies and measures listed in each relevant PIP. If an applicant obtains a marketing authorization in all EU Member States, or a marketing

authorization granted in the centralized procedure by the European Commission, and the study results for the pediatric population are included in the product information, even when negative, the medicine is then eligible for an additional six-month period of qualifying patent protection through extension of the term of the Supplementary Protection Certificate, or SPC.

Orphan Drug Designation and Exclusivity

Regulation (EC) No. 141/2000, as implemented by Regulation (EC) No. 847/2000 provides that a drug can be designated as an orphan drug by the European Commission if its sponsor can establish: that the product is intended for the diagnosis, prevention or treatment of (1) a life-threatening or chronically debilitating condition affecting not more than five in ten thousand persons in the EU when the application is made, or (2) a life-threatening, seriously debilitating or serious and chronic condition in the EU and that without incentives it is unlikely that the marketing of the drug in the EU would generate sufficient return to justify the necessary investment. For either of these conditions, the applicant must demonstrate that there exists no satisfactory method of diagnosis, prevention or treatment of the condition in question that has been authorized in the EU or, if such method exists, the drug will be of significant benefit to those affected by that condition.

Once authorized, orphan medicinal products are entitled to 10 years of market exclusivity in all EU Member States and in addition a range of other benefits during the development and regulatory review process including scientific assistance for study protocols, authorization through the centralized marketing authorization procedure covering all member countries and a reduction or elimination of registration and marketing authorization fees. However, marketing authorization may be granted to a similar medicinal product with the same orphan indication during the 10-year period with the consent of the marketing authorization holder for the original orphan medicinal product or if the manufacturer of the original orphan medicinal product is unable to supply sufficient quantities. Marketing authorization may also be granted to a similar medicinal product with the same orphan indication if this product is safer, more effective or otherwise clinically superior to the original orphan medicinal product. The period of market exclusivity may, in addition, be reduced to six years if it can be demonstrated on the basis of available evidence that the original orphan medicinal product is sufficiently profitable not to justify maintenance of market exclusivity.

Regulatory Requirements after a Marketing Authorization has been Obtained

In case an authorization for a medicinal product in the EU is obtained, the holder of the marketing authorization is required to comply with a range of requirements applicable to the manufacturing, marketing, promotion and sale of medicinal products. These include:

- Compliance with the EU's stringent pharmacovigilance or safety reporting rules must be ensured. These rules can impose post-authorization studies and additional monitoring obligations.
- The manufacturing of authorized medicinal products, for which a separate manufacturer's license is mandatory, must also be conducted in strict compliance with the applicable EU laws, regulations and guidance, including Directive 2001/83/EC, Directive 2003/94/EC, Regulation (EC) No 726/2004 and the European Commission Guidelines for Good Manufacturing Practice. These requirements include compliance with EU cGMP standards when manufacturing medicinal products and active pharmaceutical ingredients, including the manufacture of active pharmaceutical ingredients outside of the EU with the intention to import the active pharmaceutical ingredients into the EU.
- The marketing and promotion of authorized drugs, including industry-sponsored continuing medical education and advertising directed toward the prescribers of drugs and/or the general

public, are strictly regulated in the EU notably under Directive 2001/83EC, as amended, and are also subject to EU Member State laws. Direct-to-consumer advertising of prescription medicines is prohibited across the EU.

Brexit and the Regulatory Framework in the United Kingdom

On June 23, 2016, the electorate in the United Kingdom voted in favor of leaving the EU (commonly referred to as “Brexit”). Thereafter, on March 29, 2017, the country formally notified the EU of its intention to withdraw pursuant to Article 50 of the Lisbon Treaty. The withdrawal of the United Kingdom from the EU will take effect either on the effective date of the withdrawal agreement or, in the absence of agreement, two years after the United Kingdom provides a notice of withdrawal pursuant to the EU Treaty. Since the regulatory framework for pharmaceutical products in the United Kingdom. covering quality, safety and efficacy of pharmaceutical products, clinical trials, marketing authorization, commercial sales and distribution of pharmaceutical products is derived from EU directives and regulations, Brexit could materially impact the future regulatory regime which applies to products and the approval of product candidates in the United Kingdom. It remains to be seen how, if at all, Brexit will impact regulatory requirements for product candidates and products in the United Kingdom.

Pricing Decisions for Approved Products

In the EU, pricing and reimbursement schemes vary widely from country to country. Some countries provide that products may be marketed only after a reimbursement price has been agreed. Some countries may require the completion of additional studies that compare the cost-effectiveness of a particular product candidate to currently available therapies or so-called health technology assessments, in order to obtain reimbursement or pricing approval. For example, EU Member States have the option to restrict the range of products for which their national health insurance systems provide reimbursement and to control the prices of medicinal products for human use. EU Member States may approve a specific price for a product or it may instead adopt a system of direct or indirect controls on the profitability of the company placing the product on the market. Other EU Member States allow companies to fix their own prices for products, but monitor and control prescription volumes and issue guidance to physicians to limit prescriptions. Recently, many countries in the EU have increased the amount of discounts required on pharmaceuticals and these efforts could continue as countries attempt to manage health care expenditures, especially in light of the severe fiscal and debt crises experienced by many countries in the EU. The downward pressure on health care costs in general, particularly prescription products, has become intense. As a result, increasingly high barriers are being erected to the entry of new products. Political, economic and regulatory developments may further complicate pricing negotiations, and pricing negotiations may continue after reimbursement has been obtained. Reference pricing used by various EU Member States, and parallel trade, i.e., arbitrage between low-priced and high-priced EU Member States, can further reduce prices. There can be no assurance that any country that has price controls or reimbursement limitations for pharmaceutical products will allow favorable reimbursement and pricing arrangements for any products, if approved in those countries.

Employees

As of May 31, 2018, we had 67 full-time employees, including 52 employees with advanced degrees. Of these full-time employees, 54 employees are engaged in research and development activities and 13 are engaged in general and administrative activities. None of our employees is represented by a labor union or covered by a collective bargaining agreement. We consider our relationship with our employees to be good.

Facilities

We occupy approximately 34,000 square feet of office and laboratory space in New Haven, Connecticut under a lease that expires December 21, 2022. We believe that our facilities are sufficient to meet our current needs and that suitable additional space will be available as and when needed.

Legal Proceedings

We are not currently a party to any material legal proceedings.

MANAGEMENT

The following table sets forth the name, age as of May 31, 2018 and position of each of our executive officers, key employees and directors.

Name	Age	Position
Executive Officers		
John Houston, Ph.D.	58	Chief Executive Officer, President and Director
Sean Cassidy	48	Chief Financial Officer
Andrew Crew, Ph.D.	53	Senior Vice President, Chemistry
Ian Taylor, Ph.D.	55	Senior Vice President, Biology
Key Employees		
Marcia Dougan Moore	52	Vice President, Development
John Grosso, Ph.D.	62	Vice President, Chemistry, Manufacturing, and Controls
Steve Weiss	48	Vice President, Human Resources
Randy Teel, Ph.D.	39	Vice President, Corporate Development
Matthew Batters	42	Executive Director, Alliance Management, Business Development, and Corporate Counsel
Non-Employee Directors		
Timothy Shannon, M.D.	59	Chairman of the Board of Directors
Andrew Levin, M.D., Ph.D.	41	Director
Jakob Loven, Ph.D.	40	Director
Bradley Margus	57	Director
Kush Parmar, M.D. Ph.D.	37	Director
Liam Ratcliffe, M.D. Ph.D.	54	Director
E. Jonathan Soderstrom, Ph.D.	63	Director
Stephen Squinto, Ph.D.	61	Director

(1) Member of the Audit Committee
(2) Member of the Compensation Committee
(3) Member of the Nominating and Corporate Governance Committee

Executive Officers

John Houston, Ph.D. has served as a member of our board of directors and as our President and Chief Executive Officer since September 2017. Dr. Houston served as our President of Research and Development and Chief Scientific Officer from January 2017 to September 2017 and has functioned as our principal executive officer since February 2017. Prior to joining Arvinas, Dr. Houston served as Senior Vice President of Specialty Discovery and R&D Site Evolution at Bristol Myers Squibb Company, a biopharmaceutical company, from September 2015 to August 2016, and as Senior Vice President Disease Sciences and Biologics from October 2010 to September 2015. Dr. Houston holds a Ph.D. in microbial biochemistry from Heriot-Watt University, Edinburgh and a B.Sc. in medical microbiology from the University of Glasgow. We believe Dr. Houston is qualified to serve on our board due to his scientific and historical experience with us gained from serving as our President and Chief Executive Officer, combined with his previous scientific training and qualifications and the skills and experience he has developed during his extensive career in the life sciences industry.

Sean Cassidy has served as our Chief Financial Officer since July 2013. Prior to joining Arvinas, Mr. Cassidy served as the Chief Financial Officer of Axerion Therapeutics, Inc., a biotechnology company, from June 2010 to June 2013. He was also the Chief Financial Officer of Curagen

Corporation, a biopharmaceutical company, from January 2008 to December 2009. Mr. Cassidy is a certified public accountant and began his career at Deloitte and Touche LLP. Mr. Cassidy holds an M.B.A and a B.S. in Accounting from the University of Connecticut.

Andrew Crew, Ph.D. has served as our Senior Vice President, Chemistry since January 2018. Dr. Crew served as our Vice President, Chemistry from July 2013 to December 2017. Prior to joining Arvinas, Dr. Crew served as Senior Director at OSI Pharmaceuticals/Astellas from 2002 to 2013, Group Leader at Tularik Ltd from 1997 to 2002 and Principal Scientist at BASF/Knoll Pharmaceutical from 1990 to 1996. Dr. Crew holds a Ph.D. in Synthetic Organic Chemistry from the University of Liverpool, UK.

Ian Taylor, Ph.D. has served as our Senior Vice President, Biology since January 2018. Dr. Taylor served as our Vice President, Pharmacology and Translational Medicine from June 2016 to July 2016 and then served as Vice President, Biology from August 2016 through December 2017. Immediately prior to joining Arvinas, Dr. Taylor served as Senior Director, Early Development Team Leader at Pfizer Inc., a biopharmaceutical company, from February 2007 to May 2016. Dr. Taylor holds a Ph.D. in molecular biology and genetics from Harvard University and a B.A. in Biochemistry from Bowdoin College.

Key Employees

Marcia Dougan Moore has served as our Vice President, Development Operations since April 2015. Prior to joining Arvinas, Ms. Dougan Moore served as Director, Quality Risk Management, Development at Alexion Pharmaceuticals, Inc., a biotechnology company, from April 2014 to March 2015, and as Director, Project Management & Strategic Drug Development, from October 2012 to April 2014. Ms. Dougan Moore holds an M.P.H. from Yale University and a B.S. in Biological Sciences from Bates College.

John Grosso, Ph.D. has served as our Vice President, Chemistry, Manufacturing, and Controls since April 2017. Prior to joining Arvinas, Dr. Grosso served as the Executive Director of Pharmaceutical Development at Vitae Pharmaceuticals, Inc., a biotechnology company, from January 2015 to March 2017. Previously, Dr. Grosso was a Chemistry, Manufacturing, and Controls, Subject Matter Expert at the Biomedical Advanced Research & Development Authority of the U.S. Government from October 2012 to December 2014. Dr. Grosso holds a Ph.D. in medicinal chemistry from Purdue University and a B.A. in chemistry from New York University.

Steve Weiss has served as our Vice President, Human Resources since March 2018. Prior to joining Arvinas, Mr. Weiss was the Executive Director, Human Resources at Alexion Pharmaceuticals, Inc. from January 2013 to June 2017. Previously, Mr. Weiss was Assistant Vice President at Hartford Investment Management Company and The Hartford from September 2008 to December 2012. Mr. Weiss holds a B.S. in business administration from the University of Kansas.

Randy Teel, Ph.D. has served as our Vice President, Corporate Development since May 2018. Prior to joining Arvinas, Dr. Teel served as the Vice President, Corporate Strategy at Alexion Pharmaceuticals, Inc. from February 2015 to December 2017. Previously, Dr. Teel was an Associate Partner at McKinsey & Company, a management consulting firm, from February 2008 to February 2015. Dr. Teel holds a Ph.D. in immunobiology from Yale University and a B.S. in biology from Gonzaga University.

Matthew Batters has served as our Executive Director, Alliance Management, Business Development, and Corporate Counsel since February 2018. Prior to joining Arvinas, Mr. Batters was

Senior Director, Transactions and Corporate Counsel at Alexion Pharmaceuticals, Inc. from August 2014 to February 2018. He was also an Associate at Skadden, Arps, Slate, Meagher & Flom LLP and then DLA Piper, LLP from August 2006 to July 2014. Mr. Batters holds a J.D. from Columbia Law School, an M.A. in History of Art from the University of London, and a B.A. in Philosophy from the University of Bristol.

Non-Employee Directors

Timothy Shannon, M.D. has served as the Chairman and a member of our board of directors since July 2013. From July 2013 to December 2014, Dr. Shannon also served as our Chief Executive Officer. Dr. Shannon has been a Non-Managing Member of Canaan Partners IX LLC, a Managing Member of Canaan Partners X LLC, and a Managing Member of Canaan Partners XI LLC, entities affiliated with Canaan Partners, a venture capital firm, since November 2009. From November 2010 to September 2013, Dr. Shannon was the President and Chief Executive Officer of Aldea Pharmaceuticals, a biotechnology company. Dr. Shannon was also Chief Executive Officer of Curagen Corporation from 2007 to 2009 and Chief Medical Officer at Curagen from 2002 to 2007. From 1992 to 2002, Dr. Shannon served in various senior research and development roles at Bayer Healthcare, including Senior Vice President of Worldwide Clinical Development. Dr. Shannon previously served as a member of the boards of directors of the publicly-traded companies CuraGen Corporation, Celldex Therapeutics, Inc., and CytomX Therapeutics, Inc. Dr. Shannon holds an M.D. from the University of Connecticut and a B.A. in chemistry from Amherst College. We believe Dr. Shannon is qualified to serve on our board due to his extensive experience in the venture capital industry, his executive leadership experience, his medical background and training, and his service on the boards of other public and private biopharmaceutical companies.

Andrew Levin, M.D., Ph.D. has served as a member of our board of directors since October 2015. Dr. Levin has served as Managing Director at RA Capital, an investment manager, since April 2015. Previously, Dr. Levin was a Vice President at H.I.G. Capital from April 2012 to April 2015. Dr. Levin holds a Ph.D. in biomedical engineering from the Massachusetts Institute of Technology, an M.D. from Harvard Medical School, and a B.S.E. in medical engineering from Princeton University. We believe Dr. Levin is qualified to serve on our board due to his extensive experience as an investor in the life sciences industry and his scientific background and training.

Jakob Loven, Ph.D. has served as a member of our board of directors since March 2018. Dr. Loven has been a Partner at Nextech Invest, an investment advisor and management company, since August 2017. Previously, Dr. Loven served as Senior Associate at Third Rock Ventures from March 2015 to February 2016. While at Third Rock, Dr. Loven participated in the creation of Relay Therapeutics, joining the company full time to lead strategy, business development, and operations from February 2016 to June 2017. Dr. Loven was also a Scientific Co-Founder of Syros Pharmaceuticals, Inc., a biopharmaceutical company, from April 2013 to its initial public offering in July 2016. Dr. Loven holds a Ph.D. in Medical Sciences from Karolinska Institutet and a B.A. in biomedical sciences from the Anglia Ruskin University of Cambridge. He conducted a postdoctoral fellowship at the Whitehead Institute for Biomedical Research. We believe Dr. Loven is qualified to serve on our board due to his extensive experience as an entrepreneur and investor in the life sciences industry and his scientific background and training.

Bradley Margus has served as a member of our board of directors since November 2013. Mr. Margus co-founded Cerevance, Inc., a drug discovery company, and has served as its Chief Executive Officer since October 2016. Mr. Margus also served as the Chief Executive Officer of Genome Bridge, a non-profit subsidiary of the Broad Institute of Massachusetts Institute of Technology and Harvard University, from January 2013 to June 2015 and as a co-founder and the Chief Executive

Officer of Envoy Therapeutics from October 2009 to November 2012, when it was acquired by Takeda Pharmaceuticals. Mr. Margus holds an M.B.A. from Harvard University and a B.A. in government and business from George Washington University. We believe Mr. Margus is qualified to serve on our board due to his extensive executive leadership experience and his knowledge of the life sciences industry.

Kush Parmar, M.D., Ph.D. has served as a member of our board of directors since July 2013. Dr. Parmar has been a Managing Partner and Member at 5AM Ventures, a venture capital firm, since January 2016. Previously, Dr. Parmar was a Partner from January 2014 to December 2016 and a Principal from January 2012 to December 2014 at 5AM Ventures. Dr. Parmar currently serves on the board of directors of the publicly-traded companies Audentes Therapeutics, Inc., Homology Medicines, Inc., and scPharmaceuticals, Inc. Dr. Parmar holds a Ph.D. in experimental pathology from Harvard University, an M.D. from Harvard Medical School, and an A.B. in molecular biology and medieval studies from Princeton University. We believe Dr. Parmar is qualified to serve on our board due to his extensive experience in the venture capital industry, his medical and scientific background and training, and his service on the boards of other public and private biopharmaceutical and biotechnology companies.

Liam Ratcliffe, M.D., Ph.D. has served as a member of our board of directors since October 2015. Dr. Ratcliffe has been a Managing Director and Member of New Leaf Venture Partners LLC, a venture capital firm, since September 2008. Dr. Ratcliffe currently serves on the board of directors of the publicly-traded companies Deciphera Pharmaceuticals, Inc., Edge Therapeutics, Inc., and Unum Therapeutics, Inc. Dr. Ratcliffe holds a Ph.D. in immunology and an M.D. from the University of Cape Town and an M.B.A. from the University of Michigan. We believe Dr. Ratcliffe is qualified to serve on our board due to his extensive experience in the venture capital industry, his medical and scientific background and training, and his service on the boards of directors of public and private biopharmaceutical companies.

E. Jonathan Soderstrom, Ph.D. has served as a member of our board of directors since July 2013. Dr. Soderstrom has served as the Managing Director of the Office of Cooperative Research at Yale University since September 1999. Dr. Soderstrom holds a Ph.D. in Psychology from Northwestern University and a B.A. in Psychology from Hope College. We believe Dr. Soderstrom is qualified to serve on our board due to his extensive experience working with and service on boards of biopharmaceutical and biotechnology companies and knowledge of the life sciences industry.

Stephen Squinto, Ph.D. has served as a member of our board of directors since October 2015. Dr. Squinto has been a Venture Partner at OrbiMed, a healthcare investment firm, since January 2015. Previously, Dr. Squinto co-founded Alexion Pharmaceuticals, Inc., a biotechnology company, and served as its Executive Vice President and Chief Global Operations Officer from 2012 to January 2015 and as its Global Head of Research and Development from 2007 to 2012. Dr. Squinto also previously served as a member of the board of directors of the publicly-traded company Audentes Therapeutics, Inc. Dr. Squinto holds a Ph.D. in biochemistry and biophysics and a B.A. in chemistry from Loyola University of Chicago. We believe Dr. Squinto is qualified to serve on our board due to his extensive experience as an entrepreneur and investor in the life sciences industry, his scientific background and training, and his service on the boards of other public and private biopharmaceutical and biotechnology companies.

Board Composition and Election of Directors

Board Composition

Our board of directors currently consists of nine members. Our directors hold office until their successors have been elected and qualified or until the earlier of their resignation or removal.

Our restated certificate of incorporation and amended and restated bylaws that will become effective upon the closing of this offering provide that the authorized number of directors may be changed only by resolution of our board of directors. Our restated certificate of incorporation and amended and restated bylaws will also provide that our directors may be removed only for cause by the affirmative vote of the holders of 75% of our shares of capital stock present in person or by proxy and entitled to vote, and that any vacancy on our board of directors, including a vacancy resulting from an enlargement of our board of directors, may be filled only by vote of a majority of our directors then in office.

In accordance with the terms of our restated certificate of incorporation and bylaws that will become effective upon the closing of this offering, our board of directors will be divided into three classes, class I, class II and class III, with members of each class serving staggered three-year terms. Upon the closing of this offering, the members of the classes will be divided as follows:

- the class I directors will be , and , and their term will expire at the annual meeting of stockholders to be held in 2019;
- the class II directors will be , and , and their term will expire at the annual meeting of stockholders to be held in 2020; and
- the class III directors will be , and their term will expire at the annual meeting of stockholders to be held in 2021.

Upon the expiration of the term of a class of directors, directors in that class will be eligible to be elected for a new three-year term at the annual meeting of stockholders in the year in which their term expires.

Director Independence

Applicable Nasdaq Stock Market, or Nasdaq, 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 rules require that, subject to specified exceptions, each member of a listed company's audit, compensation and nominating and corporate governance committees be independent under the Securities Exchange Act of 1934, as amended, or the Exchange Act. Audit committee members must also satisfy the independence criteria set forth in Rule 10A-3 under the Exchange Act, and compensation committee members must also satisfy the independence criteria set forth in Rule 10C-1 under the Exchange Act. 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. In order to be considered independent for purposes of Rule 10A-3, a member of an audit committee of a listed company may not, other than in his or her capacity as a member of the audit committee, the board of directors, or any other board committee, accept, directly or indirectly, any consulting, advisory, or other compensatory fee from the listed company or any of its subsidiaries or otherwise be an affiliated person of the listed company or any of its subsidiaries. In order to be considered independent for purposes of Rule 10C-1, the board must consider, for each member of a compensation committee of a listed company, all factors specifically relevant to determining whether a director has a relationship to such company which is material to that director's ability to be independent from management in connection with the duties of a compensation committee member, including, but not limited to: (1) the source of compensation of the director, including any consulting advisory or other compensatory fee paid by such company to the director; and (2) whether the director is affiliated with the company or any of its subsidiaries or affiliates.

In 2018, our board of directors undertook a review of the composition of our board of directors and its committees and the independence of each director. Based upon information

requested from and provided by each director concerning his or her background, employment and affiliations, including family relationships, our board of directors has determined that each of our directors, with the exception of Dr. Houston, is an “independent director” as defined under applicable Nasdaq rules, including, in the case of all the members of our audit committee, the independence criteria set forth in Rule 10A-3 under the Exchange Act, and in the case of all the members of our compensation committee, the independence criteria set forth in Rule 10C-1 under the Exchange Act. In making such determination, our board of directors considered the relationships that each such non-employee 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 of our capital stock by each non-employee director. Dr. Houston is not an independent director under these rules because he is our President and Chief Executive Officer.

There are no family relationships among any of our directors or executive officers.

Board Committees

Our board of directors will establish an audit committee, a compensation committee and a nominating and corporate governance committee, each of which will operate pursuant to a charter to be adopted by the board of directors. The composition of each committee will be effective as of the date of this prospectus.

Our board of directors may from time to time establish other committees.

Audit Committee

The members of our audit committee are , and .. is the chair of the audit committee. Our audit committee’s responsibilities will include:

- appointing, approving the compensation of, and assessing the independence of our registered public accounting firm;
- overseeing the work of our independent registered public accounting firm, including through the receipt and consideration of reports from that firm;
- reviewing and discussing with management and our independent registered public accounting firm our annual and quarterly financial statements and related disclosures;
- monitoring our internal control over financial reporting, disclosure controls and procedures and code of business conduct and ethics;
- overseeing our internal audit function;
- overseeing our risk assessment and risk management policies;
- establishing policies regarding hiring employees from our independent registered public accounting firm and procedures for the receipt and retention of accounting related complaints and concerns;
- meeting independently with our internal auditing staff, if any, our independent registered public accounting firm and management;
- reviewing and approving or ratifying any related person transactions; and
- preparing the audit committee report required by Securities and Exchange Commission, or SEC, rules.

All audit and non-audit services, other than *de minimis* non-audit services, to be provided to us by our independent registered public accounting firm must be approved in advance by our audit committee.

Our board of directors has determined that is an "audit committee financial expert" as defined in applicable SEC rules. We believe that the composition of our audit committee will meet the requirements for independence under current Nasdaq and SEC rules and regulations.

Compensation Committee

The members of our compensation committee are , and .. is the chair of the compensation committee. Our compensation committee's responsibilities will include:

- reviewing and approving, or making recommendations to our board of directors with respect to, the compensation of our chief executive officer and our other executive officers;
- overseeing an evaluation of our senior executives;
- overseeing and administering our cash and equity incentive plans;
- reviewing and making recommendations to our board of directors with respect to director compensation;
- reviewing and discussing annually with management our "Compensation Discussion and Analysis" disclosure if and to the extent then required by SEC rules; and
- preparing the compensation committee report if and to the extent then required by SEC rules.

We believe that the composition of our compensation committee will meet the requirements for independence under current Nasdaq and SEC rules and regulations.

Nominating and Corporate Governance Committee

The members of our nominating and corporate governance committee are , and .. is the chair of the nominating and corporate governance committee. Our nominating and corporate governance committee's responsibilities will include:

- identifying individuals qualified to become members of our board of directors;
- recommending to our board of directors the persons to be nominated for election as directors and to each of our board's committees;
- reviewing and making recommendations to our board with respect to our board leadership structure;
- reviewing and making recommendations to our board with respect to management succession planning;
- developing and recommending to our board of directors corporate governance principles; and
- overseeing an annual evaluation of our board of directors.

We believe that the composition of our nominating and corporate governance committee will meet the requirements for independence under current Nasdaq and SEC rules and regulations.

Compensation Committee Interlocks and Insider Participation

None of our executive officers serves as a member of the board of directors or compensation committee, or other committee serving an equivalent function, of any other entity that has one or more

of its executive officers serving as a member of our board of directors or our compensation committee. None of the members of our compensation committee is, or in the last three years has been, an officer or employee of our company.

Code of Ethics and Code of Conduct

We will adopt a written code of business conduct and ethics that applies to our directors, officers and employees, including our principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions. We intend to post a current copy of the code on our website, www.arvinas.com. In addition, we intend to post on our website all disclosures that are required by law or Nasdaq stock market listing standards concerning any amendments to, or waivers from, any provision of the code.

EXECUTIVE COMPENSATION

This section describes the material elements of compensation awarded to, earned by or paid to each of our named executive officers in 2017. Our "named executive officers" for 2017 are John Houston, our President and Chief Executive Officer, Manuel Litchman, who served as President and Chief Executive Officer until February 2017, Sean Cassidy and Ian Taylor. This section also provides qualitative information regarding the manner and context in which compensation is awarded to and earned by our executive officers and is intended to place in perspective the data presented in the tables and narrative that follow.

This discussion may contain forward-looking statements that are based on our current plans, considerations, expectations and determinations regarding future compensation programs. Actual compensation programs that we adopt following the completion of this offering may differ materially from the currently planned programs summarized in this discussion.

Summary Compensation Table

The following table sets forth information regarding compensation awarded to, earned by or paid to our named executive officers during 2017.

Name and principal position	Year	Salary ($)	Stock Awards (Incentive Units) ($)(1)	Non-Equity Incentive Compensation ($)(2)	All Other Compensation ($)	Total ($)
John Houston, Ph.D.(3) *President and Chief Executive Officer*	2017	370,778	373,651	160,000	50,000(4)	954,429
Manuel Litchman, M.D. *Former President and Chief Executive Officer*	2017	54,907	—	—	308,502(5)	363,409
Sean Cassidy *Chief Financial Officer*	2017	255,470	—	91,639	—	347,109
Ian Taylor, Ph.D. *Senior Vice President, Biology*	2017	271,183	—	64,298	—	335,481

(1) Amounts reflect the full grant date fair value of incentive units granted during 2017 computed in accordance with ASC Topic 718, rather than the amounts paid to or realized by the named individual. We provide information regarding the assumptions used to calculate the value of the awards in Note 10 to our audited consolidated financial statements appearing at the end of this prospectus.

(2) The amounts reported in the "Non-Equity Incentive Plan Compensation" column represent awards to our named executive officers under our annual performance-based cash bonus program. See "—Annual Performance-Based Bonus" for a description of this program. Annual performance-based bonus compensation was earned in 2017 and paid in 2018.

(3) Dr. Houston joined Arvinas in January 2017 as our Chief Scientific Officer and President, Research and Development. He has functioned as our principal executive officer since February 2017. Dr. Houston was promoted to President and Chief Executive Officer in September 2017. The amount reported represents the base salary that he earned for the portion of 2017 that he was employed.

(4) The amount reported represents a signing bonus paid to Dr. Houston in connection with the commencement of his employment in January 2017.

(5) Dr. Litchman served as our President and Chief Executive Officer until February 2017. The amount reported in "All Other Compensation" includes $3,692 in housing allowances and

$304,810 in severance payments. Dr. Litchman's severance payments included, consistent with his employment agreement, approximately nine months' base salary, a prorated bonus for 2017, approximately 4.5 months in additional housing allowances, up to nine months' medical, dental and vision insurance and accrued vacation payout.

Narrative to Summary Compensation Table

Base Salary

The named executive officers receive base salary to provide a fixed component of compensation reflecting the executive's skill set, experience, role and responsibilities. The following table shows the annual base salaries for 2017 and 2018 of our named executive officers:

Name	2017 Annual Base Salary ($)	2018 Annual Base Salary ($)
John G. Houston, Ph.D.	400,000	412,000
Manuel Litchman, M.D.(1)	357,000	—
Sean Cassidy	246,840	254,245
Ian Taylor, Ph.D	261,375	282,285

(1) Dr. Litchman resigned as President and Chief Executive Officer in February 2017.

Annual Performance-Based Bonus

We offer our named executive officers the opportunity to earn annual cash bonuses to compensate them for attaining short-term company and individual goals as approved by our board of directors. For 2017, bonuses were based on attaining corporate goals relating to research and program development, establishment of strategic partnerships and individual goals related to each named executive officer's area of responsibility within our company. The 2017 target bonus amounts, expressed as a percentage of annual base salary, for our named executive officers were 40% for Dr. Houston, 30% for Mr. Cassidy and 20% for Dr. Taylor. Pursuant to his severance arrangement, Dr. Litchman received a pro rata percentage of his 2017 target bonus of 35%.

In January 2018, our board of directors met to review performance against the 2017 bonus goals and approved cash bonuses for the named executive officers in the amounts set forth in the "Non-Equity Incentive Compensation" column of the 2017 "Summary Compensation Table" above.

Equity Incentives

Although we do not have a formal policy with respect to the grant of equity incentive awards to our executive officers, or any formal equity ownership guidelines applicable to them, we believe that equity grants provide our executives with a strong link to our long-term performance, create an ownership culture and help to align the interests of our executives and our stockholders. In addition, we believe that equity grants with a time-based vesting feature promote executive retention because this feature incents our executive officers to remain in our employment during the vesting period. Equity awards with performance-based vesting criteria relating to specific regulatory milestones for our product candidates further align the interests of our executives and our equityholders. Accordingly, our board of directors periodically reviews the equity incentive compensation of our named executive officers and from time to time has granted equity incentive awards to them in the form of incentive unit awards.

We typically grant incentive unit awards at the start of employment to each executive and our other employees. To date, we have not maintained a practice of granting additional equity on an annual basis, but we have retained discretion to provide additional targeted grants in certain circumstances.

We award our incentive unit grants on the date our board of directors approves the grant. Our incentive units generally vest as to 25% of the underlying shares on the first anniversary of a specified vesting commencement date and in equal monthly installments over the following 36 months, subject to the holder's continued service with us.

During 2017, we granted incentive units to John Houston, Ph.D., our President and Chief Executive Officer, pursuant to our Incentive Share Plan, as set forth in the table below. These incentive units will convert into shares of common stock upon the Conversion as described under "Effects of Conversion" below:

Name	Grant Date	Incentive Units
John Houston, Ph.D.	March 23, 2017	1,050,202(1)
	March 23, 2017	131,275(2)
	March 23, 2017	131,275(3)
	September 8, 2017	1,969,128(4)

(1) 25% of such shares vested on January 5, 2018, and the remainder vest in equal monthly increments until January 5, 2021.
(2) Such shares will vest upon achievement of a regulatory milestone for our androgen receptor program.
(3) Such shares will vest upon achievement of a regulatory milestone for our estrogen receptor program.
(4) 25% of such shares vested on September 15, 2018, and the remainder vest in equal monthly increments until September 15, 2021.

Outstanding Equity Awards As of December 31, 2017

The following table sets forth information regarding outstanding incentive units held as of December 31, 2017 by our named executive officers. The figures set forth below do not give effect to the Conversion. All of these incentive units will be converted into shares of common stock upon the Conversion; see "Effects of Conversion" below for information on the conversion of these incentive units to shares of common stock.

	Incentive Unit Awards	
Name	Number of Shares or Units of Stock that Have Not Vested (#)	Market Value of Shares or Units of Stock that Have Not Vested($)(1)
John Houston, Ph.D.	1,050,202(2)	
	131,275(3)	
	131,275(4)	
	1,969,128(5)	
Sean Cassidy.	6,961(6)	
	75,982(7)	
Ian Taylor, Ph.D.	140,625(8)	

(1) We have estimated the market value of the unvested incentive unit awards based on an assumed initial public offering price of $ per share, the midpoint of the price range set forth on the cover page of this prospectus.
(2) This share incentive grant of 1,050,202 shares was granted on March 23, 2017. 25% of such shares vested on January 5, 2018, and the remainder vest in equal monthly increments until January 5, 2021.
(3) This share incentive grant of 131,275 shares was granted on March 23, 2017. Such shares will vest upon achievement of a regulatory milestone for our androgen receptor program.

(4) This share incentive grant of 131,275 shares was granted on March 23, 2017. Such shares will vest upon achievement of a regulatory milestone for our estrogen receptor program.
(5) This share incentive grant of 1,969,128 shares was granted on September 8, 2017. 25% of such shares vested on September 15, 2018, and the remainder vest in equal monthly increments until September 15, 2021.
(6) This share incentive grant of 334,090 shares was granted on February 13, 2014. 25% of such shares vested on January 1, 2015, and the remainder vested in equal monthly increments until January 1, 2018.
(7) This share incentive grant of 145,884 shares was granted on February 10, 2016. 25% of such shares vested on January 1, 2017, and the remainder vest in equal monthly increments until January 1, 2020.
(8) This share incentive grant of 225,000 shares was granted on September 1, 2016. 25% of such shares vested on June 1, 2017, and the remainder vest in equal monthly increments until June 1, 2020.

Effects of Conversion

Upon the Conversion, all outstanding incentive units of Arvinas LLC will convert into shares of common stock. In accordance with the plan of conversion, each outstanding incentive unit will convert into a number of shares of common stock based upon a conversion price determined by our board immediately prior to the time of Conversion. To the extent an incentive unit award is subject to vesting, the common stock issued upon conversion will continue to be subject to the same vesting schedule. The table below shows the number of shares of common stock that will be issued upon Conversion for the incentive units held by each named executive officer.

Name	Total Incentive Units Held as of December 31, 2017	Number of Shares of Common Stock to be Issued Upon Conversion(1)
John Houston, Ph.D.	3,281,880	
Manuel Litchman, M.D.	1,372,495	
Sean Cassidy	550,855	
Ian Taylor, Ph.D.	250,000	

(1) Common stock issued in respect of incentive units is based on $, the midpoint of the price range set forth on the cover of this prospectus. See “Corporate Conversion” for additional information on the Conversion.

Incentive Share Plan and Other Compensation Plans

The two equity incentive plans described in this section are our Incentive Share Plan and our 2018 stock incentive plan. Prior to this offering, we granted awards to eligible participants under our Incentive Share Plan. Following the closing of this offering, we expect to grant awards to eligible participants under the 2018 stock incentive plan.

Incentive Share Plan

The Incentive Share Plan, which became effective as of January 1, 2015 and which our board of directors amended on October 16, 2015, December 22, 2016, September 8, 2017 and March 29, 2018 (and which, as amended, we refer to as the Incentive Plan) provides for the grant of incentive units to our managers, directors, officers, employees, advisors and consultants, those of our majority-owned

subsidiaries and those of any other entity which is designated by us from time to time as a participating employer under the Incentive Plan. Subject to adjustment, as described below, a maximum aggregate of 20,148,300 incentive units are authorized for issuance under the Incentive Plan. Incentive unit awards are governed by the terms of the Incentive Plan, the terms of the award agreement documenting the grant and the limited liability company agreement of Arvinas Holding Company, LLC, or the LLC Agreement, and are intended to qualify as “profits interests” within the meaning of Revenue Procedure 93-27 as clarified by Revenue Procedures 2001-43. The Incentive Plan will terminate upon the Conversion.

Incentive units granted to eligible recipients generally vest, except as otherwise approved by our board of directors, over a period of four years, with 25% vesting following 12 months of continued employment or service and the balance vesting in equal monthly installments over the remaining three-year period, provided the holder continues to be employed by, or provide services to, us (or a related entity) on the applicable vesting date. Our board of directors may accelerate the vesting of any incentive units granted under the Incentive Plan at such times and upon such terms and conditions as the board of directors may deem advisable, which determination is made on an individual by individual basis. The Incentive Plan provides that in the event we sell outstanding equity securities in our subsidiaries and receive cash proceeds in excess of a certain threshold amount, the incentive units will vest in full. In addition, any unvested incentive units held by a recipient will vest in full if his or her continuous service to us, or any related entity, is terminated without cause, as determined by our board of directors, within 12 months of a sale transaction (as that term is defined in the LLC Agreement).

In accordance with the terms of the Incentive Plan, our board of directors, or a committee appointed by our board of directors, administers the Incentive Plan and, subject to any limitations in the Incentive Plan, has the authority in its discretion to:

- determine to whom awards may be granted;
- determine the time or times at which awards may be granted;
- determine the number of incentive units subject to an award;
- determine the purchase price of incentive units subject to an award, if any;
- determine the vesting, forfeiture and other restrictions, if any, and any other terms and conditions it deems appropriate, that will apply to the award of incentive units;
- determine the participation threshold for the incentive units granted under the Incentive Plan;
- approve forms of agreement for use under the Incentive Plan;
- construe and interpret the Incentive Plan and awards granted thereunder and prescribe rules and regulations relating to the Incentive Plan; and
- make all other determinations necessary or advisable for the administration of the Incentive Plan.

In the event of any change to the incentive units by reason of any split, share dividend, combination of shares, exchange of shares or other change affecting the outstanding incentive units as a class without our receipt of consideration, appropriate adjustments will be made, in the sole discretion of our board of directors to the maximum number and/or class of securities issuable under the Incentive Plan and the number and/or class of securities in effect under each outstanding award agreement.

As of May 31, 2018, 15,676,646 incentive units had been issued and are outstanding under the Incentive Plan, and an additional 4,471,654 incentive units were authorized for future issuance under

the LLC Agreement. Upon the Conversion, the Incentive Plan will terminate and each participant in the Incentive Plan will have his or her incentive units converted into shares of our common stock, which conversion will be based on the issuance price of our common stock in the offering. To the extent an incentive unit award is subject to vesting, the common stock issued upon conversion will continue to be subject to the same vesting schedule. Accordingly, as of the consummation of the offering, there will be shares of common stock outstanding in respect of awards under the Incentive Plan that have converted into common stock awarded under the 2018 Plan.

2018 Stock Incentive Plan

We expect our board of directors to adopt and our stockholders to approve the 2018 stock incentive plan, or the 2018 Plan, which will become effective immediately prior to the closing of this offering. The 2018 Plan provides for the grant of incentive stock options, nonstatutory stock options, stock appreciation rights, awards of restricted stock, restricted stock units and other stock-based awards. The number of shares of our common stock that are reserved for issuance under the 2018 Plan is the sum of (1) shares of common stock; plus (2) an annual increase, to be added the first day of each fiscal year, beginning with the fiscal year ending December 31, 2019 and continuing until, and including, the fiscal year ending December 31, 2028, equal to the lowest of shares of our common stock, % of the number of shares of our common stock outstanding on the first day of the fiscal year and an amount determined by our board of directors. Our employees, officers, directors, consultants and advisors will be eligible to receive awards under the 2018 Plan; however, incentive stock options may only be granted to our employees. The shares of common stock underlying any awards that are forfeited, cancelled, held back upon exercise or settlement of an award to satisfy the exercise price or tax withholding, reacquired by us prior to vesting, satisfied without the issuance of stock, expire or are otherwise terminated (other than by exercise) under our 2018 Plan and our Incentive Plan will be added back to the shares of common stock available for issuance under our 2018 Plan.

Pursuant to the terms of the 2018 Plan, our board of directors (or a committee delegated by our board of directors) administers the 2018 Plan and, subject to any limitations set forth in the 2018 Plan, will select the recipients of awards and determine:

- the number of shares of common stock covered by options and the dates upon which those options become exercisable;
- the type of options to be granted;
- the exercise price of options, which price must be at least equal to the fair market value of our common stock on the date of grant;
- the duration of options, which may not be in excess of ten years;
- the methods of payment of the exercise price of options; and
- the number of shares of our common stock subject to and the terms of any stock appreciation rights, awards of restricted stock, restricted stock units, other stock-based awards and the terms and conditions of such awards, including the issue price, conditions for repurchase, repurchase price and performance conditions (though the measurement price of stock appreciation rights must be at least equal to the fair market value of our common stock on the date of grant and the duration of such awards may not be in excess of ten years), if any.

If our board of directors delegates authority to an executive officer to grant awards under the 2018 Plan, the executive officer will have the power to make awards to all of our employees, 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 (or a formula for establishing such price), and the maximum number of shares subject to awards that such executive officer may make.

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 our common stock other than an ordinary cash dividend, we are required by the 2018 Plan to make equitable adjustments (or make substitute awards, if applicable), in a manner determined by our board, to:

- the number and class of securities available under the 2018 Plan;
- the share counting rules under the 2018 Plan;
- the number and class of securities and exercise price per share of each outstanding option;
- the share and per-share provisions and measurement price of each outstanding stock appreciation right;
- the number of shares and the repurchase price per share subject to each outstanding restricted stock award or restricted stock unit award; and
- the share and per-share related provisions and purchase price, if any, of any outstanding other stock-based award.

Upon a merger or other reorganization event (as defined in our 2018 Plan), our board of directors, may, on such terms as our board determines (except to the extent specifically provided otherwise in an applicable award agreement or other agreement between the participant and us), take any one or more of the following actions pursuant to the 2018 Plan, as to some or all outstanding awards, other than restricted stock awards:

- provide that all outstanding awards will be assumed or substantially equivalent awards will be substituted by the successor corporation (or an affiliate thereof);
- upon written notice to a participant, provide that the participant's unvested and/or unexercised options or other awards will terminate immediately prior to the consummation of such transaction unless exercised by the participant;
- provide that outstanding awards will become exercisable, realizable or deliverable, or restrictions applicable to an award will lapse, in whole or in part, prior to or upon the reorganization event;
- in the event of a reorganization event pursuant to which holders of our common stock will receive a cash payment for each share surrendered in the reorganization event, make or provide for a cash payment to the participants with respect to each award held by a participant equal to (1) the number of shares of our common stock subject to the vested portion of the award (after giving effect to any acceleration of vesting that occurs upon or immediately prior to such reorganization event) multiplied by (2) the excess, if any, of the cash payment for each share surrendered in the reorganization event over the exercise, measurement or purchase price of such award and any applicable tax withholdings, in exchange for the termination of such award;
- provide that, in connection with a liquidation or dissolution, awards convert into the right to receive liquidation proceeds (if applicable, net of exercise, measurement or purchase price thereof and any applicable tax withholdings); or
- any combination of the foregoing.

Our board of directors is not obligated by the 2018 Plan to treat all awards, all awards held by a participant, or all awards of the same type, identically.

In the case of certain restricted stock units, no assumption or substitution is permitted, and the restricted stock units will instead be settled in accordance with the terms of the applicable restricted stock unit agreement.

Effect of a Change in Control

Upon the occurrence of a reorganization event other than a liquidation or dissolution, the repurchase and other rights under each outstanding restricted stock award will continue for the benefit of the successor company and will, unless our board of directors may otherwise determine, apply to the cash, securities or other property which our common stock is converted into or exchanged for pursuant to the reorganization event, unless our board provided for the termination or deemed satisfaction of such repurchase or other rights under the restricted stock award agreement or any other agreement between the participant and us. Upon the occurrence of a reorganization event involving a liquidation or dissolution, all restrictions and conditions on each outstanding restricted stock award will automatically be deemed terminated or satisfied, unless otherwise provided in the agreement evidencing the restricted stock award or in any other agreement between the participant and us.

Our board of directors may at any time provide that any award under the 2018 Plan shall become immediately exercisable in whole or in part, free of some or all restrictions or conditions, or otherwise realizable in whole or in part, as the case may be.

No award may be granted under the 2018 Plan after , 2028. Our board of directors may amend, suspend or terminate the 2018 Plan at any time, except that stockholder approval will be required to comply with applicable law or stock market requirements.

Retirement Plan

We maintain a 401(k) retirement plan that is intended to be a tax-qualified defined contribution plan under Section 401(k) of the Internal Revenue Code. In general, all of our employees are eligible to participate, beginning on the first day of the month following commencement of their employment. Currently, we do not match contributions made by participants in the 401(k) plan.

Employee Benefits and Perquisites

Our named executive officers are eligible to participate in our employee benefit plans and programs, which include medical, dental, and vision benefits, health spending accounts, and short- and long-term disability, accidental death and dismemberment, and life insurance, to the same extent as our other full-time employees generally, subject to the terms and eligibility requirements of those plans.

Limitations on Liability and Indemnification

Our restated certificate of incorporation, which will become effective upon the closing of this offering, limits the personal liability of directors for breach of fiduciary duty to the maximum extent permitted by the Delaware General Corporation Law and provides that no director will have personal liability to us or to our stockholders for monetary damages for breach of fiduciary duty or other duty as a director. However, these provisions do not eliminate or limit the liability of any of our directors:

- for any breach of the director’s duty of loyalty to us or our stockholders;
- for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
- for voting for or assenting to unlawful payments of dividends, stock repurchases or other distributions; or
- for any transaction from which the director derived an improper personal benefit.

Any amendment to or repeal of these provisions will not eliminate or reduce the effect of these provisions in respect of any act, omission or claim that occurred or arose prior to such amendment or

repeal. If the Delaware General Corporation Law is amended to provide for further limitations on the personal liability of directors of corporations, then the personal liability of our directors will be further limited to the greatest extent permitted by the Delaware General Corporation Law.

In addition, our restated certificate of incorporation, which will become effective upon the closing of this offering, provides that we must indemnify our directors and officers and we must advance expenses, including attorneys' fees, to our directors and officers in connection with legal proceedings, subject to very limited exceptions.

We maintain a general liability insurance policy that covers specified liabilities of our directors and officers arising out of claims based on acts or omissions in their capacities as directors or officers. We intend to enter into indemnification agreements with all of our directors and executive officers prior to the completion of this offering. These indemnification agreements may require us, among other things, to indemnify each such director or officer for some expenses, including attorneys' fees, judgments, fines and settlement amounts incurred by him in any action or proceeding arising out of his or her service as one of our directors or officers.

Some of our non-employee directors may, through their relationships with their employers, be insured or indemnified against specified liabilities incurred in their capacities as members of our board of directors.

Insofar as indemnification for liabilities arising under the Securities Act of 1933, or the Securities Act, may be permitted to directors, executive officers or persons controlling us, 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 the director or officer. The director or officer may amend or terminate the plan in some circumstances. Our directors and executive officers may also buy or sell additional shares outside of a Rule 10b5-1 plan when they are not in possession of material, nonpublic information.

DIRECTOR COMPENSATION

The table below shows all compensation for our non-employee directors during the year ended December 31, 2017.

Name	Fees earned or paid in cash ($)	Total ($)
Andrew Levin, M.D., Ph.D.	—	—
Bradley Margus	30,000	30,000
Kush Parmar, M.D. Ph.D.	—	—
Liam Ratcliffe, M.D. Ph.D.	—	—
Timothy Shannon, M.D.	—	—
E. Jonathan Soderstrom, Ph.D.	—	—
Stephen Squinto, Ph.D.	25,000	25,000

Our directors may hold incentive units that have been granted pursuant to our Incentive Share Plan. As of December 31, 2017, Mr. Margus held 239,936 incentive units and Dr. Squinto held 172,791 incentive units.

Prior to this offering, we paid cash fees to Mr. Margus and Dr. Squinto for their service on our board of directors. We do not have a formal non-employee director compensation policy.

We have historically reimbursed our non-employee directors for reasonable travel and out-of-pocket expenses incurred in connection with attending board of director and committee meetings. John Houston, Ph.D., one of our directors who also serves as our President and Chief Executive Officer, does not receive any additional compensation for his service as director. Dr. Houston is one of our named executive officers and, accordingly, the compensation that we pay to Dr. Houston is discussed under "—Summary Compensation Table" and "—Narrative to Summary Compensation Table."

Following this offering, our non-employee directors will be compensated for their service on our board of directors as follows:

TRANSACTIONS WITH RELATED PERSONS

Since January 1, 2015, we have engaged in the following transactions with our directors, executive officers and holders of more than 5% of our voting securities, and affiliates of our directors, executive officers and holders of more than 5% of our voting securities. We believe that all of these transactions were on terms as favorable as could have been obtained from unrelated third parties.

Series C Preferred Unit Financing

In March 2018, we issued and sold an aggregate of 16,467,066 series C preferred units at a price per unit of $3.34, for an aggregate purchase price of $55.0 million. The following table sets forth the number of shares of our series C preferred units purchased by our directors, executive officers and holders of 5% or more of our voting securities and their affiliates and the aggregate purchase price for such units.

Name	Number of Series C Preferred Units Purchased	Aggregate Purchase Price
Entities affiliated with 5AM Partners III, LLC(1)	2,209,833	$ 7,380,842.22
Bradley A. Margus Revocable Trust(2)	18,942	63,266.28
Canaan IX L.P.	2,209,833	7,380,842.22
Sean Cassidy(3)	2,368	7,909.12
Craig Crews, Ph.D.	23,677	79,081.18
John Houston, Ph.D.(4)	40,573	135,513.82
Manuel Litchman, M.D.(5)	12,785	42,701.90
New Leaf Ventures III, L.P	568,252	1,897,961.68
OrbiMed Private Investments VI, LP	710,315	2,372,452.10
Entities affiliated with RA Capital Management, LLC(6)	947,085	3,163,263.90
Total	**6,743,663**	**$22,523,834.42**

(1) Consists of (i) 2,154,311 series C preferred units purchased by 5AM Ventures III, L.P. and (ii) 55,522 series C preferred units purchased by 5AM Co-Investors III, L.P.
(2) Mr. Bradley Margus, a member of our board of directors, is a co-trustee of the Bradley A. Margus Revocable Trust.
(3) Mr. Sean Cassidy is our Chief Financial Officer.
(4) Dr. John Houston is our President and Chief Executive Officer.
(5) Dr. Manuel Litchman resigned as our President and Chief Executive Officer in February 2017.
(6) Consists of (i) 770,927 series C preferred units purchased by RA Capital Healthcare Fund, L.P. and (ii) 176,158 series C preferred units purchased by Blackwell Partners LLC—Series A.

Series B Preferred Unit Financing

In October 2015, we issued and sold an aggregate of 24,977,489 series B preferred units at a price per unit of $1.6659, for an aggregate purchase price of $41.6 million. The following table sets forth the number of our series B preferred units purchased by our directors, executive officers and holders of 5% or more of our voting securities and their affiliates and the aggregate purchase price for such shares.

Name	Number of Series B Preferred Units Purchased	Aggregate Purchase Price
Entities affiliated with 5AM Partners III, LLC(1)	4,462,837	$ 7,434,640.16
Bradley A. Margus Revocable Trust(2)	120,055	199,999.62
Canaan IX L.P	4,462,837	7,434,640.16
Sean Cassidy(3)	15,007	25,000.16
Craig Crews, Ph.D.	150,069	249,999.95
Manuel Litchman, M.D.(4)	81,037	134,999.54
New Leaf Ventures III, L.P.	3,601,657	6,000,000.40
OrbiMed Private Investments VI, LP	4,502,071	7,500,000.08
Entities affiliated with RA Capital Management, LLC(5)	6,002,761	9,999,999.55
Total	**23,398,331**	**$38,979,279.62**

(1) Consists of (i) 4,350,709 series B preferred units purchased by 5AM Ventures III, L.P. and (ii) 112,128 series B preferred units purchased by 5AM Co-Investors III, L.P.
(2) Mr. Bradley Margus, a member of our board of directors, is a co-trustee of the Bradley A. Margus Revocable Trust.
(3) Mr. Sean Cassidy is our Chief Financial Officer.
(4) Dr. Manuel Litchman resigned as our President and Chief Executive Officer in February 2017.
(5) Consists of (i) 5,042,319 series B preferred units purchased by RA Capital Healthcare Fund, L.P. and (ii) 960,442 series B preferred units purchased by Blackwell Partners LLC—Series A.

Director Affiliations

Some of our directors are affiliated with and, prior to the closing of this offering have served on our board of directors as representatives of entities which beneficially own or owned 5% or more of our voting securities, as indicated in the table below:

Directors	Principal Equityholder
Timothy Shannon, M.D.	Canaan IX L.P.
Andrew Levin, M.D., Ph.D.	RA Capital Healthcare Fund, L.P.
Jakob Loven, Ph.D.	Nextech V Oncology S.C.S., SICAV-SIF
Kush Parmar, M.D. Ph.D.	5AM Ventures III, L.P. and affiliate
Liam Ratcliffe, M.D. Ph.D.	New Leaf Ventures III, L.P.
Stephen Squinto, Ph.D.	OrbiMed Private Investments VI, LP

Relationship with Yale University

We entered into a license agreement in 2013 and a sponsored research agreement in 2016 with Yale University. The Yale license agreement relates to certain intellectual property developed in the course of research conducted under Yale auspices by Professor Crews, our former officer and director, our current Chief Scientific Advisor and a holder of more than 5% of our outstanding voting securities. Professor Crews is the Lewis B. Cullman Professor of Molecular, Cellular, and Developmental Biology

and the head of the Crews Lab at Yale. Pursuant to the license agreement we paid to Yale an upfront payment of $149,511. We are responsible for paying Yale an annual license maintenance fee in varying amounts until the first sale to a third party of any licensed product, which is creditable against our royalty obligations for the given year. As of April 30, 2018, we have paid a total of $135,000 in license maintenance fees to Yale. We are also required to pay Yale certain development and regulatory milestone payments. While the agreement remains in effect, we are required to pay Yale low-single digit royalties on aggregate worldwide net sales of certain licensed products, which may be subject to reductions. Yale is guaranteed a minimum royalty payment amount for each year after the first sale of a licensed product that results in net sales. We must also make payments to Yale for sublicensee consideration. As the inventor of the patents that we license from Yale, Professor Crews is entitled to receive a share of any royalties that we pay to Yale under the agreement with respect to the covered intellectual property, under Yale's policies. Under the sponsored research agreement, as amended, we agreed to pay Yale an aggregate of $3.7 million over five years, ending in the first quarter of 2021, and as of April 30, 2018, we had paid Yale an aggregate of approximately $1.0 million. The research is performed by and under the supervision and direction of Professor Crews for so long as he is employed by Yale. E. Jonathan Soderstrom, a member of our board of directors, is the Managing Director of the Office of Cooperative Research at Yale, which was partially responsible for Yale's entry into the license and sponsored research agreements. In addition, in March 2014, we donated $125,000 to Yale to provide general support of Dr. Crews' research program. See "Business—Collaborations and Licensing Agreements—Yale License Agreement" for more information about this relationship.

Consulting Agreement with Professor Crews

In July 2013, we entered into a consulting agreement with Professor Crews, a professor at Yale, our current Chief Scientific Advisor and a holder of more than 5% of our outstanding voting securities, and amended and restated this consulting agreement in October 2015. Pursuant to such amended and restated consulting agreement, we pay Professor Crews $12,500 per month for his services. In accordance with his consulting agreement, we granted Professor Crews an incentive award for 330,416 incentive units upon execution of the consulting agreement. In November 2015, we granted Professor Crews an incentive award for an additional 1,960,598 incentive units upon execution of the amended and restated consulting agreement. The consulting agreement provides that Professor Crews will assign certain intellectual property that he develops while engaged as our consultant, and he has agreed to cooperate in perfecting rights to certain company intellectual property. As of March 31, 2018, we had paid Dr. Crews an aggregate of $514,490 pursuant to this consulting agreement.

Silverstein Grant Agreement

In March 2018, we entered into a sponsored research agreement, or the TSF Agreement, with The Silverstein Foundation for Parkinson's with GBA, or the Silverstein Foundation. Pursuant to the TSF Agreement, we are obligated to undertake certain research involving the use of our PROTAC platform and its potential ability to degrade a-synuclein, a protein implicated in individuals with Parkinson's disease. The Silverstein Foundation has agreed to pay us $800,000 in connection with the TSF Agreement. In the event we undergo certain corporate transactions within a specified timeframe, including an initial public offering, we may be obligated to repay the aggregate amount received as of such date plus a specified premium. Jon Silverstein, the founder and a trustee of the Silverstein Foundation, is a general partner of OrbiMed, a beneficial owner of OrbiMed Private Investments VI, LP, a holder of 5% or more of our voting securities.

LLC Operating Agreement

In conjunction with our January 2015 reorganization into a limited liability structure, the members of Arvinas Holding Company, LLC entered into a limited liability company agreement, or the LLC Agreement, which governs our operations prior to the consummation of the Conversion. The LLC Agreement sets forth the authorized classes of Arvinas LLC equity securities, the allocation of profits and losses among the classes and the preferences of the preferred classes. The LLC Agreement also sets forth the rights of and restrictions on members, including rights with respect to the election of directors, management and certain transfer restrictions on the holders of shares. The LLC Agreement also provides for registration rights, preemptive rights and transfer restrictions in respect of securities held by certain holders of our capital stock, as well as rights of first refusal and co-sale rights in respect of sales of securities by certain holders of our capital stock. The preemptive rights, transfer restrictions, rights of first refusal and co-sale rights under the LLC Agreement do not apply to this offering. The LLC Agreement includes indemnification and exculpation provisions applicable to the directors, officers, members, employees and agents of Arvinas LLC. Concurrent with the consummation of the Conversion, the LLC Agreement will be terminated.

Registration Rights Agreement

In connection with the Conversion, we intend to enter into a registration rights agreement with current holders of our preferred stock, including some of our directors, executive officers and holders of 5% or more of our voting securities and their affiliates and entities affiliated with our officers and directors. See the “Description of Capital Stock—Registration Rights” section of this prospectus for a further discussion of these arrangements.

Put Agreement

In March 2018, we, Connecticut Innovations Incorporated, or CII, the strategic venture capital arm and a component unit of the State of Connecticut, and certain of our equityholders, entered into a second amended and restated put agreement, or the Put Agreement, which was originally entered into in July 2013 and subsequently amended. The Put Agreement grants CII the right to sell, or the Put Option, to us all or any part of any warrant rights, shares, or notes held by CII at the greater of the current market price of such securities or a price that provides CII with a required annualized rate of return of 25% on its total investment. CII may exercise the Put Option for all or any portion of its shares, warrant rights, or notes immediately upon our breach of the covenant to maintain a Connecticut presence, as defined in the Put Agreement. Prior to this offering, if CII exercised the Put Option, the equityholders who were party to the Put Agreement then also had the right to sell us all or any party of warrant rights, shares, or notes held by such equityholder at a price set forth in the Put Agreement. Based on the midpoint of the price range set forth on the cover page of this prospectus, the current market price of securities held by CII exceeds its required annualized rate of return.

Indemnification Agreements

Our restated certificate of incorporation that will become effective upon the closing of this offering provides that we will indemnify our directors and officers to the fullest extent permitted by Delaware law. In addition, we intend to enter into indemnification agreements with all of our directors and executive officers prior to the completion of this offering. See “Executive Compensation—Limitation of Liability and Indemnification” for additional information regarding these agreements.

Corporate Conversion

Prior to the effectiveness of the registration statement of which this prospectus forms a part, we will convert from a Delaware limited liability company to a Delaware corporation, which we refer to as the Conversion. See the “Corporate Conversion” section of this prospectus for a further discussion of the Conversion.

Policies and Procedures for Related Person Transactions

Prior to the effectiveness of the registration statement of which this prospectus forms a part, our board of directors will adopt written policies and procedures for the review of any transaction, arrangement or relationship in which Arvinas is a participant, the amount involved exceeds $120,000 and one of our executive officers, directors, director nominees or 5% stockholders, or their immediate family members, each of whom we refer to as a “related person,” has a direct or indirect material interest.

If a related person proposes to enter into such a transaction, arrangement or relationship, which we refer to as a “related person transaction,” the related person must report the proposed related person transaction to our . The policy calls for the proposed related person transaction to be reviewed and, if deemed appropriate, approved by our audit committee. Whenever practicable, the reporting, review and approval will occur prior to entry into the transaction. If advance review and approval is not practicable, the committee will review, and, in its discretion, may ratify the related person transaction. The policy also permits the chairman of the audit committee to review and, if deemed appropriate, approve proposed related person transactions that arise between committee meetings, subject to ratification by the committee at its next meeting. Any related person transactions that are ongoing in nature will be reviewed annually.

A related person transaction reviewed under the policy will be considered approved or ratified if it is authorized by the audit committee after full disclosure of the related person’s interest in the transaction. As appropriate for the circumstances, the committee will review and consider:

- the related person’s interest in the related person transaction;
- the approximate dollar value of the amount involved in the related person transaction;
- the approximate dollar value of the amount of the related person’s interest in the transaction without regard to the amount of any profit or loss;
- whether the transaction was undertaken in the ordinary course of our business;
- whether the terms of the transaction are no less favorable to us than terms that could have been reached with an unrelated third party;
- the purpose of, and the potential benefits to us of, the transaction; and
- any other information regarding the related person transaction or the related person in the context of the proposed transaction that would be material to investors in light of the circumstances of the particular transaction.

The audit committee may approve or ratify the transaction only if the committee determines that, under all of the circumstances, the transaction is in our best interests. The committee may impose any conditions on the related person transaction that it deems appropriate.

In addition to the transactions that are excluded by the instructions to the SEC’s related person transaction disclosure rule, our board of directors has determined that the following transactions do not

create a material direct or indirect interest on behalf of related persons and, therefore, are not related person transactions for purposes of this policy:

- interests arising solely from the related person's position as an executive officer of another entity (whether or not the person is also a director of such entity) that is a participant in the transaction, where (1) the related person and all other related persons own in the aggregate less than a 10% equity interest in such entity, (2) the related person and his or her immediate family members are not involved in the negotiation of the terms of the transaction and do not receive any special benefits as a result of the transaction and (3) the amount involved in the transaction is less than the greater of $200,000 or 5% of the annual gross revenues of the company receiving payment under the transaction; and
- a transaction that is specifically contemplated by provisions of our charter or bylaws.

The policy will provide that transactions involving compensation of executive officers shall be reviewed and approved by the compensation committee in the manner specified in its charter.

We did not have a written policy regarding the review and approval of related person transactions prior to this offering.

PRINCIPAL STOCKHOLDERS

The following table sets forth information with respect to the beneficial ownership of our common stock as of May 31, 2018 by:

- each of our directors;
- each of our named executive officers;
- all of our directors and executive officers as a group; and
- each person, or group of affiliated persons, who is known by us to beneficially own more than 5% of our common stock.

The percentage ownership calculations for beneficial ownership prior to this offering are based on 85,862,027 shares outstanding as of May 31, 2018, and gives effect to the Conversion (assuming incentive units in Arvinas LLC convert at a rate of one share of common stock for each incentive unit) and the conversion of all outstanding shares of our preferred stock into 63,908,220 shares of common stock that will become effective upon the closing of this offering. The calculations assume no exercise of the underwriters' option to purchase additional shares. Percentage ownership calculations for beneficial ownership after this offering also include the shares we are offering hereby.

Beneficial ownership is determined in accordance with the rules and regulations of the SEC. These rules generally attribute beneficial ownership of securities to persons who possess sole or shared voting power or investment power with respect to those securities. Except as otherwise set forth below, the address of the beneficial owner is c/o Arvinas Holding Company, LLC, 5 Science Park, 395 Winchester Ave., New Haven, CT 06511. 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. Beneficial ownership representing less than 1% is denoted with an asterisk (*).

Name of Beneficial Owner	Shares Beneficially Owned	Percentage of Shares Beneficially Owned	
		Before Offering	After Offering
5% Stockholders			
Canaan IX L.P.(1)	16,216,057	18.89%	
Entities affiliated with 5AM Partners III, LLC(2)	16,216,057	18.89%	
Craig Crews, Ph.D.(3)	7,784,760	9.07%	
Entities affiliated with RA Capital Management, LLC(4)	6,949,846	8.09%	
OrbiMed Private Investments VI, LP(5)	5,212,386	6.07%	
Nextech V Oncology S.C.S., SICAV-SIF(6)	4,491,018	5.23%	
Named Executive Officers and Directors			
John Houston, Ph.D.(7)	3,972,453	4.63%	
Ian Taylor, Ph.D.(8)	400,000	*	
Sean Cassidy(9)	968,230	1.13%	
Manuel Litchman, M.D.(10)	1,466,317	1.71%	
Timothy Shannon, M.D.(11)	167,045	*	
Andrew Levin, M.D., Ph.D.(12)	6,949,846	8.09%	
Jakob Loven, Ph.D.(13)	4,491,018	5.23%	
Bradley Margus(14)	423,731	*	
Kush Parmar, M.D., Ph.D.(15)	16,216,057	18.89%	
Liam Ratcliffe, M.D., Ph.D.(16)	4,169,909	4.86%	
E. Jonathan Soderstrom, Ph.D.(17)	600,000	*	
Stephen Squinto, Ph.D.(18)	5,429,975	6.32%	
All Executive Officers and Directors as a Group (12 persons)(19)	44,257,818	51.55%	

(1) Consists of 16,216,057 shares of common stock issuable upon the automatic conversion of shares of our preferred stock upon the closing of this offering held by Canaan IX L.P. Canaan Partners IX LLC is the general partner of Canaan IX L.P. and may be deemed to have sole investment and voting power of the shares held by Canaan IX L.P. The managing members of Canaan Partners IX LLC are Brenton K. Ahrens, Stephen M. Bloch, Daniel T. Ciporin, Wende S. Hutton, Maha S. Ibrahim, Deepak Kamra, and Guy M. Russo. Investment, voting and dispositive decisions with respect to the shares held by Canaan IX L.P. are made by the managers of Canaan Partners IX LLC, collectively. Timothy M. Shannon, M.D. is a non-managing member of Canaan Partners IX LLC, the general partner of Canaan IX L.P., and a member of our board of directors. Neither any manager of Canaan Partners IX LLC nor Dr. Shannon has beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of any shares held by Canaan IX L.P. The address of Canaan IX L.P. is 2765 Sand Hill Road, Menlo Park, CA 94025.

(2) Consists of (i) 407,426 shares of common stock issuable upon the automatic conversion of shares of our preferred stock upon the closing of this offering held by 5AM Co-Investors III, L.P. and (ii) 15,808,631 shares of common stock issuable upon the automatic conversion of shares of our preferred stock upon the closing of this offering held by 5AM Ventures III, L.P. 5AM Partners III, LLC is the general partner of 5AM Co-Investors III, L.P. and 5AM Ventures III, L.P. The managing members of 5AM Partners III, LLC are Dr. John D. Diekman, Mr. Andrew J. Schwab, and Dr. Scott M. Rocklage. Each of 5AM Partners III, LLC and the individuals listed above may be deemed to have shared voting and investment power over the shares held of record by 5AM Ventures III, L.P. and 5AM Co-Investors III, L.P. Each of 5AM Partners III, LLC and the individuals listed above disclaim beneficial ownership of the securities listed above except to the extent of any pecuniary interest therein. The address of the individuals and entities listed above is 501 2nd Street, Suite 350, San Francisco, CA 94107.

(3) Consists of (i) 1,750,000 shares of common stock held by Professor Crews directly, (ii) 173,746 shares of common stock issuable upon the automatic conversion of shares of our preferred stock upon the closing of this offering held by Professor Crews directly, (iii) 2,018,708 shares of common stock issued upon conversion of incentive units held by Professor Crews directly, (iv) 272,306 restricted shares of common stock issued upon conversion of incentive units held by Professor Crews directly, (v) 1,820,000 shares of common stock held by The Craig M. Crews Family 2013 Trust, and (vi) 1,750,000 shares of common stock held by Katherine Crews McKenzie. Family members of Professor Crews are the beneficiaries of The Craig M. Crews Family 2013 Trust. Professor Crews is the spouse of Katherine Crews McKenzie. Professor Crews disclaims beneficial ownership of the securities listed above except to the extent of any pecuniary interest therein.

(4) Consists of (i) 5,813,246 shares of common stock issuable upon the automatic conversion of shares of our preferred stock upon the closing of this offering held by RA Capital Healthcare Fund, L.P. and (ii) 1,136,600 shares of common stock issuable upon the automatic conversion of shares of our preferred stock upon the closing of this offering held by Blackwell Partners LLC—Series A. RA Capital Management, LLC is the general partner of RA Capital Healthcare Fund, L.P. RA Capital Management, LLC is the investment adviser for Blackwell Partners LLC—Series A. The managing member of RA Capital Management, LLC is Peter Kolchinsky. RA Capital Management, LLC and Peter Kolchinsky may be deemed to have voting and investment power over the shares held of record by RA Capital Healthcare Fund, L.P. and Blackwell Partners LLC—Series A. RA Capital Management, LLC and Peter Kolchinsky disclaim beneficial ownership of the securities listed above except to the extent of any pecuniary interest therein. The address of the individual and entities listed above is 20 Park Plaza, Suite 1200, Boston, MA 02116.

(5) Consists of 5,212,386 shares of common stock issuable upon the automatic conversion of shares of our preferred stock upon the closing of this offering held by OrbiMed Private Investments VI, LP. OrbiMed Capital GP VI LLC is the general partner of OrbiMed Private Investments VI, LP. OrbiMed Advisors LLC is the managing member of OrbiMed Capital GP VI LLC. Stephen Squinto, a Venture Partner of OrbiMed Advisors, is a member of the Company's board of directors. Advisors exercises investment and voting power through a management committee comprised of Carl L. Gordon, Sven H. Borho and Jonathan T. Silverstein. Each of GP VI, OrbiMed Advisors, Carl L. Gordon, Sven H. Borho, Jonathan T. Silverstein and Stephen Squinto disclaims beneficial ownership of the shares held by OPI VI, except to the extent of its or his pecuniary interest therein if any. The address of the individuals and entities listed above is 601 Lexington Avenue, 54th Floor, New York NY 10022.

(6) Consists of 4,491,018 shares of common stock issuable upon the automatic conversion of shares of our preferred stock upon the closing of this offering held by Nextech V Oncology S.C.S., SICAV-SIF. Nextech V GP S.à r.l. is the general partner of Nextech V Oncology S.C.S., SICAV-SIF. Nextech Invest AG is the investment advisor of Nextech V Oncology S.C.S., SICAV-SIF. The board of managers of Nextech V GP S.à r.l. consists of James Vella-Bamber, James Pledger, and Thomas Lips, Ph.D. The investment committee of Nextech Invest AG consists of Alfred Scheidegger, Ph.D., Thilo Schroeder, Ph.D., and Jakob Loven, Ph.D. Each of these individuals listed above may be deemed to have shared voting and/or investment power over the shares held of record by Nextech V Oncology S.C.S., SICAV-SIF. The individuals listed above expressly disclaim beneficial ownership of the securities listed above except to the extent of any pecuniary interest therein. The address of Nextech V Oncology S.C.S., SICAV-SIF and Nextech V GP S.à r.l. is 8 Rue Lou Hemmer, L-1748, Luxembourg—Findel, Grand Duchy of Luxembourg. And the address of Nextech Invest AG is Turnerstrasse 26, 8006 Zurich, Switzerland.

(7) Consists of (i) 40,573 shares of common stock issuable upon the automatic conversion of shares of our preferred stock upon the closing of this offering, (ii) 350,067 shares of common stock

issued upon conversion of incentive units and (iii) 3,581,813 restricted shares of common stock issued upon conversion of incentive units.

(8) Consists of (i) 107,812 shares of common stock issued upon conversion of incentive units and (ii) 292,188 restricted shares of common stock issued upon conversion of incentive units.

(9) Consists of (i) 17,375 shares of common stock issuable upon the automatic conversion of shares of our preferred stock upon the closing of this offering, (ii) 440,070 shares of common stock issued upon conversion of incentive units and (iii) 510,785 restricted shares of common stock issued upon conversion of incentive units.

(10) Consists of (i) 93,822 shares of common stock issuable upon the automatic conversion of shares of our preferred stock upon the closing of this offering and (ii) 1,372,495 shares of common stock issued upon conversion of incentive units. Dr. Litchman served as our President and Chief Executive Officer until February 2017.

(11) Consists of 167,045 shares of common stock held by Dr. Shannon in his individual capacity. Dr. Shannon is a non-managing member of Canaan Partners IX LLC, the general partner of Canaan IX L.P., and does not have voting or investment power control over the shares held by Canaan IX L.P. referenced in note (1) above. Dr. Shannon's business address is 285 Riverside Ave., Suite 250, Westport, CT 06880.

(12) Consists of the shares described in note (4) above. Dr. Levin is a Managing Director of RA Capital Management, LLC and may be deemed the indirect beneficial owner of such shares. Dr. Levin disclaims beneficial ownership of such shares except to the extent of any pecuniary interest therein.

(13) Consists of the shares described in note (6) above. Dr. Loven is a Partner at Nextech V Oncology S.C.S., SICAV-SIF and may be deemed the indirect beneficial owner of such shares. Dr. Loven disclaims beneficial ownership of such shares except to the extent of any pecuniary interest therein.

(14) Consists of (i) 138,997 shares of common stock issuable upon the automatic conversion of shares of our preferred stock upon the closing of this offering held by the Bradley A. Margus Revocable Trust, (ii) 166,010 shares of common stock issued upon conversion of incentive units held by Mr. Margus directly and (iii) 118,724 restricted shares of common stock issued upon conversion of incentive units held by Mr. Margus directly. Mr. Margus is a co-trustee of the Bradley A. Margus Revocable Trust.

(15) Consists of the shares described in note (2) above. Dr. Parmar is a Managing Partner and Member of 5AM Venture Management, LLC and may be deemed the indirect beneficial owner of such shares. Dr. Parmar disclaims beneficial ownership of such shares except to the extent of any pecuniary interest therein.

(16) Consists of 4,169,909 shares of common stock issuable upon the automatic conversion of shares of our preferred stock upon the closing of this offering held by New Leaf Ventures III, L.P. New Leaf Venture Associates III, L.P. is the general partner of New Leaf Ventures III, L.P. New Leaf Venture Management III, L.L.C. is the general partner of New Leaf Venture Associates III, L.P. The members of New Leaf Venture Management III, L.L.C. consists of Ronald M. Hunt, Vijay Lathi, and Liam Ratcliffe. Each of these individuals listed above may be deemed to have shared voting and investment power over the shares held of record by New Leaf Ventures III, L.P. Dr. Ratcliffe is a Managing Partner and Member of New Leaf Partners LLC and may be deemed the indirect beneficial owner of such shares. Dr. Ratcliffe disclaims beneficial ownership of such shares except to the extent of any pecuniary interest therein.

(17) Consists of 600,000 shares of common stock held by Yale University. Dr. Soderstrom is the Managing Director of the Office of Cooperative Research at Yale University and may be deemed the indirect beneficial owner of such shares. Dr. Soderstrom disclaims beneficial ownership of such shares except to the extent of any pecuniary interest therein. The address of Yale University is 433 Temple Street, New Haven, CT 06520.

(18) Consists of (i) 152,702 shares of common stock issued upon conversion of incentive units held by Dr. Squinto directly, (ii) 64,887 restricted shares of common stock issued upon conversion of

incentive units held by Dr. Squinto directly and (iii) the shares described in note (5) above. Dr. Squinto is a Venture Partner at OrbiMed Advisors LLC and may be deemed the indirect beneficial owner of such shares. Dr. Squinto disclaims beneficial ownership of such shares except to the extent of any pecuniary interest therein.

(19) Consists of (i) 767,045 shares of common stock, (ii) 37,236,161 shares of common stock issuable upon the automatic conversion of shares of our preferred stock upon the closing of this offering, (iii) 1,460,635 shares of common stock issued upon conversion of incentive units and (iv) 4,793,977 restricted shares of common stock issued upon conversion of incentive units.

DESCRIPTION OF CAPITAL STOCK

General

Following the closing of this offering, our authorized capital stock will consist of shares of common stock, par value $0.001 per share, and shares of preferred stock, par value $0.001 per share, all of which preferred stock will be undesignated. The following description of our capital stock and provisions of our restated certificate of incorporation and bylaws are summaries and are qualified by reference to the restated certificate of incorporation and the bylaws that will be in effect upon the closing of this offering. We have filed copies of these documents with the SEC as exhibits to our registration statement of which this prospectus forms a part. The descriptions of the common stock and preferred stock reflect changes to our capital structure that will occur upon the closing of this offering.

As of May 31, 2018, prior to giving effect to the Conversion, we had issued and outstanding:

- 6,167,045 common units held by 12 unitholders of record;
- 15,676,646 incentive units held by 81 unitholders of record;
- 22,463,665 series A preferred units held by 8 unitholders of record that are convertible into 22,463,665 common units;
- 24,977,489 series B preferred units held by 16 unitholders of record that are convertible into 24,977,489 common units; and
- 16,467,066 series C preferred units held by 22 unitholders of record that are convertible into 16,467,066 common units.

Common Stock

As of May 31, 2018, after giving effect to the Conversion and the conversion of all outstanding shares of our preferred stock into common stock upon the closing of this offering, and assuming that incentive units in Arvinas LLC convert at a rate of one share of common stock for each incentive unit, we had outstanding 85,862,027 shares of common stock, which were held of record by 118 stockholders.

Holders of our common stock are entitled to one vote for each share held on all matters submitted to a vote of stockholders and do not have cumulative voting rights. Each election of directors by our stockholders will be determined by a plurality of the votes cast by the stockholders entitled to vote on the election. Holders of common stock are entitled to receive proportionately any dividends as may be declared by our board of directors, subject to any preferential dividend rights of outstanding preferred stock.

In the event of our liquidation or dissolution, the holders of our common stock are entitled to receive proportionately all assets available for distribution to stockholders after the payment of all debts and other liabilities and subject to the prior rights of any of our outstanding preferred stock. Holders of our common stock have no preemptive, subscription, redemption or conversion rights. The rights, preferences and privileges of holders of our common stock are subject to and may be adversely affected by the rights of the holders of shares of any series of our preferred stock that we may designate and issue in the future.

Preferred Stock

Under the terms of our restated certificate of incorporation that will become effective upon the closing of this offering, our board of directors is authorized to issue shares of preferred stock in one or

more series without stockholder approval. Our board of directors has the discretion to determine the rights, preferences, privileges and restrictions, including voting rights, dividend rights, conversion rights, redemption privileges and liquidation preferences, of each series of preferred 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, future financings and other corporate purposes, could have the effect of making it more difficult for a third party to acquire, or could discourage a third party from seeking to acquire, a majority of our outstanding voting stock. Upon the closing of this offering, there will be no shares of preferred stock outstanding, and we have no present plans to issue any shares of preferred stock.

Warrant

As of May 31, 2018, we had an outstanding warrant to purchase 110,116 of our series A preferred units at an exercise price of $0.6811 per unit. If not previously exercised or exchanged for a warrant to purchase common stock, the warrant will be exercised in connection with the Conversion.

Delaware Anti-Takeover Law and Certain Charter and By-Law provisions

Delaware Law

Upon the completion of the offering, we will be subject to Section 203 of the Delaware General Corporation Law. Subject to certain exceptions, Section 203 prevents a publicly held Delaware corporation from engaging in a “business combination” with any “interested stockholder” for three years following the date that the person became an interested stockholder, unless either the interested stockholder attained such status with the approval of our board of directors, the business combination is approved by our board of directors and stockholders in a prescribed manner or the interested stockholder acquired at least 85% of our outstanding voting stock in the transaction in which it became an interested stockholder. A “business combination” includes, among other things, a merger or consolidation involving us and the “interested stockholder” and the sale of more than 10% of our assets. In general, an “interested stockholder” is any entity or person beneficially owning 15% or more of our outstanding voting stock and any entity or person affiliated with or controlling or controlled by such entity or person. The restrictions contained in Section 203 are not applicable to any of our existing stockholders that will own 15% or more of our outstanding voting stock upon the closing of this offering.

Staggered Board; Removal of Directors

Upon the completion of the offering, our restated certificate of incorporation and our restated bylaws will divide our board of directors into three classes with staggered three-year terms. In addition, our restated certificate of incorporation and our restated bylaws provide that directors may be removed only for cause and only by the affirmative vote of the holders of 75% of our shares of capital stock present in person or by proxy and entitled to vote. Under our restated certificate of incorporation and bylaws, any vacancy on our board of directors, including a vacancy resulting from an enlargement of our board of directors, may be filled only by vote of a majority of our directors then in office. Furthermore, our restated certificate of incorporation provides that the authorized number of directors may be changed only by the resolution of our board of directors. The classification of our board of directors and the limitations on the ability of our stockholders to remove directors, change the authorized number of directors and fill vacancies could make it more difficult for a third party to acquire, or discourage a third party from seeking to acquire, control of our company.

Stockholder Action; Special Meeting of Stockholders; Advance Notice Requirements for Stockholder Proposals and Director Nominations

Upon the completion of the offering, our restated certificate of incorporation and our restated bylaws will provide that any action required or permitted to be taken by our stockholders at an annual meeting or special meeting of stockholders may only be taken if it is properly brought before such meeting and may not be taken by written action in lieu of a meeting. Our restated certificate of incorporation and our restated bylaws also provide that, except as otherwise required by law, special meetings of the stockholders can only be called by the chairman of our board of directors, our president or chief executive officer or our board of directors. In addition, our bylaws establish an advance notice procedure for stockholder proposals to be brought before an annual meeting of stockholders, including proposed nominations of candidates for election to our board of directors. Stockholders at an annual meeting may only consider proposals or nominations specified in the notice of meeting or brought before the meeting by or at the direction of our board of directors, or by a stockholder of record on the record date for the meeting, who is entitled to vote at the meeting and who has delivered timely written notice in proper form to our secretary of the stockholder's intention to bring such business before the meeting. These provisions could have the effect of delaying until the next stockholder meeting stockholder actions that are favored by the holders of a majority of our outstanding voting securities. These provisions also could discourage a third party from making a tender offer for our common stock, because even if it acquired a majority of our outstanding voting stock, it would be able to take action as a stockholder, such as electing new directors or approving a merger, only at a duly called stockholders meeting and not by written consent.

Super-Majority Voting

The Delaware General Corporation Law provides generally that the affirmative vote of a majority of the shares entitled to vote on any matter is required to amend a corporation's certificate of incorporation or bylaws, unless a corporation's certificate of incorporation or bylaws, as the case may be, requires a greater percentage. Our bylaws may be amended or repealed by a majority vote of our board of directors or the affirmative vote of the holders of at least 75% of the votes that all our stockholders would be entitled to cast in any annual election of directors. In addition, the affirmative vote of the holders of at least 75% of the votes that all our stockholders would be entitled to cast in any election of directors is required to amend or repeal or to adopt any provisions inconsistent with any of the provisions of our restated certificate of incorporation described above.

Registration Rights

In connection with the Conversion, we and the holders of our existing preferred units will enter into a registration rights agreement, or the Registration Rights Agreement. After this offering, the parties to the Registration Rights Agreement will be entitled to certain rights with respect to registration of shares of our common stock under the Securities Act. These shares are referred to as registrable securities. The holders of these registrable securities will possess the registration rights contained in the Registration Rights Agreement that are described in additional detail below.

Demand Registration Rights

Beginning 180 days after the effective date of the registration statement of which this prospectus forms a part, subject to specified limitations set forth in the Registration Rights Agreement, at any time, the holders of 20% of the then outstanding shares of common stock having rights under the Registration Rights Agreement, which we refer to as registrable shares, may at any time demand in writing that we register all or a portion of the registrable shares under the Securities Act. We are not obligated to file a registration statement pursuant to this provision on more than two occasions, and we

are not obligated to file a registration statement pursuant to this provision within 180 days of the effective date of any other registration statement that we may file.

Form S-3 Registration Rights

At any time after the issuer becomes eligible to file a registration on Form S-3, subject to specified limitations set forth in the Registration Rights Agreement, the stockholders that are party to the Registration Rights Agreement, may demand in writing that we register on Form S-3 registrable shares having minimum gross proceeds in each registration on Form S-3 of at least at least $2,500,000.

Piggyback Registration Rights

If we register any of our securities, either for our own account or for the account of security holders, we will have to register all registrable securities that the holders of such securities request in writing be registered within 20 days of mailing of notice by us to all holders of the proposed registration, to the extent that inclusion will not diminish the number of securities included by us. The underwriter of any underwritten offering will have the right to limit, due to marketing factors, the number of shares registered by these holders.

Expenses

Pursuant to the registration rights agreement, we are required to pay all registration expenses, including registration filing and filing fees, exchange listing fees, printing expenses, fees and disbursements of our counsel and the fees and expenses of one counsel to represent the stockholders selling investor registrable shares, and one counsel to represent the stockholders holding at least a majority of registrable shares, in addition to any state Blue Sky fees and expenses, and the expense of any special audits or “cold comfort” letters incident to or required by such registration, but excluding all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of registrable shares, and fees and disbursements of counsel for any shareholder, other than as provided above. The registration rights agreement contains customary cross-indemnification provisions, pursuant to which we are obligated to indemnify the selling stockholders under the applicable agreement in the event of material misstatements or omissions in the registration statement attributable to us, and the selling stockholders under the applicable agreement are obligated to indemnify us for material misstatements or omissions in the registration statement attributable to them.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock will be .

Listing On the Nasdaq Global Market

We are applying to have our common stock listed on The Nasdaq Global Market under the symbol “ARVN.”

SHARES ELIGIBLE FOR FUTURE SALE

Prior to this offering, there has been no public market for our common stock, and a liquid trading market for our common stock may not develop or be sustained after this offering. Future sales of substantial amounts of our common stock in the public market, including shares issued upon exercise of outstanding options, or the anticipation of these sales, could adversely affect market prices prevailing from time to time and could impair our ability to raise capital through sales of equity securities.

Upon the closing of this offering, we will have outstanding shares of our common stock, after giving effect to the issuance of shares of our common stock in this offering, assuming no exercise by the underwriters of their option to purchase additional shares and no exercise of options or warrants outstanding as of May 31, 2018.

Of the shares to be outstanding immediately after the closing of this offering, we expect that the shares to be sold in this offering will be freely tradable without restriction under the Securities Act unless purchased by our "affiliates," as that term is defined in Rule 144 under the Securities Act. The remaining shares of our common stock outstanding after this offering will be "restricted securities" under Rule 144, and we expect that substantially all of these restricted securities will be subject to the 180-day lock-up period under the lock-up agreements as described below. These restricted securities may be sold in the public market only if registered or pursuant to an exemption from registration, such as Rule 144 or Rule 701 under the Securities Act.

Rule 144

In general, under Rule 144, beginning 90 days after the date of this prospectus, any person who is not our affiliate and has held their shares for at least six months, including the holding period of any prior owner other than one of our affiliates, may sell shares without restriction, subject to the availability of current public information about us. In addition, under Rule 144, any person who is not our affiliate and has not been our affiliate at any time during the preceding three months and has held their shares for at least one year, including the holding period of any prior owner other than one of our affiliates, would be entitled to sell an unlimited number of shares immediately upon the closing of this offering without regard to whether current public information about us is available.

Beginning 90 days after the date of this prospectus, a person who is our affiliate or who was our affiliate at any time during the preceding three months and who has beneficially owned restricted securities for at least six months, including the holding period of any prior owner other than one of our affiliates, is entitled to sell a number of shares within any three-month period that does not exceed the greater of:

- 1% of the number of shares of our common stock then outstanding, which will equal approximately shares immediately after this offering; and
- the average weekly trading volume of our common stock on The Nasdaq Global Market during the four calendar weeks preceding the filing of a Notice of Proposed Sale of Securities Pursuant to Rule 144 with respect to the sale.

Sales under Rule 144 by our affiliates are also subject to manner of sale provisions and notice requirements and to the availability of current public information about us.

Upon expiration of the 180-day lock-up period described below, approximately shares of our common stock will be eligible for sale under Rule 144, including shares eligible for resale immediately upon the closing of this offering as described above. We cannot estimate the number of shares of our common stock that our existing stockholders will elect to sell under Rule 144.

Rule 701

In general, under Rule 701 of the Securities Act, any of our employees, consultants or advisors, other than our affiliates, who purchased shares from us in connection with a qualified compensatory stock plan or other written agreement is eligible to resell these shares 90 days after the date of this prospectus in reliance on Rule 144, but without compliance with the holding period requirements of Rule 144 and without regard to the volume of such sales or the availability of public information about us. Subject to the 180-day lock-up period described below, approximately shares of our common stock will be eligible for sale in accordance with Rule 701.

Lock-Up Agreements

We and each of our directors and executive officers and certain holders of our outstanding common stock, who collectively own shares of our common stock, based on shares outstanding as of , 2018, have agreed that, without the prior written consent of Goldman Sachs & Co. LLC and Citigroup Global Markets Inc., on behalf of the underwriters, we and they will not, subject to limited exceptions, during the period ending 180 days after the date of this prospectus, either directly or indirectly:

- offer, sell, contract to sell, pledge, grant any option to purchase, make any short sale or otherwise dispose of any shares of our common stock, or any options or warrants to purchase any shares of our common stock, or any securities convertible into, exchangeable for or that represent the right to receive shares of our common stock, whether now owned or hereinafter acquired, owned directly (including holding as a custodian) or with respect to which such holder has beneficial ownership within the rules and regulations of the SEC; or
- engage in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition shares of our common stock, including any short sale or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any of our common shares or with respect to any security that includes, relates to, or derives any significant part of its value from such shares of our common stock;

Each of our directors and executive officers and certain holders of our outstanding common stock have also agreed during such 180-period not to make any demand for or exercise any right with respect to, the registration of any shares of our common stock or any security convertible into or exercisable or exchangeable for our common stock.

The lock-up restrictions and specified exceptions are described in more detail under “Underwriters.”

Registration Rights

Upon the closing of this offering, the holders of shares of our common stock or their transferees will be entitled to various rights with respect to the registration of these shares under the Securities Act. Registration of these shares under the Securities Act would result in these shares becoming fully tradable without restriction under the Securities Act immediately upon the effectiveness of the registration, except for shares purchased by affiliates. See “Description of Capital Stock—Registration Rights” for additional information. Shares covered by a registration statement will be eligible for sale in the public market upon the expiration or release from the terms of lock-up agreements applicable to such shares.

Stock Options

We have no stock options outstanding. Following this offering, we intend to file registration statements on Form S-8 under the Securities Act to register all of the shares of common stock subject to awards issuable pursuant to the 2018 Plan.

MATERIAL U.S. FEDERAL INCOME AND ESTATE TAX CONSIDERATIONS FOR NON-U.S. HOLDERS OF COMMON STOCK

The following is a discussion of material U.S. federal income and estate tax considerations relating to ownership and disposition of our common stock by a non-U.S. holder. For purposes of this discussion, the term "non-U.S. holder" means a beneficial owner (other than a partnership or other pass-through entity) of our common stock that is not, for U.S. federal income tax purposes:

- 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 (1) a U.S. court is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have authority to control all substantial decisions of the trust or (2) the trust has a valid election in effect under applicable U.S. Treasury Regulations to be treated as a U.S. person.

This discussion does not address the tax treatment of partnerships or other entities that are pass-through entities for U.S. federal income tax purposes or persons who hold their shares of our common stock through partnerships or such other pass-through entities. A partner in a partnership or other pass-through entity that will hold our common stock should consult his, her or its own tax advisor regarding the tax consequences of the ownership and disposition of our common stock through a partnership or other pass-through entity, as applicable.

This discussion is based on current provisions of the Internal Revenue Code of 1986, or the Code, existing and proposed U.S. Treasury Regulations promulgated thereunder, current administrative rulings and judicial decisions, all as in effect as of the date of this prospectus and all of which are subject to change or to differing interpretation, possibly with retroactive effect. Any change could alter the tax consequences to non-U.S. holders described in this prospectus. There can be no assurance that the Internal Revenue Service, or the IRS, will not challenge one or more of the tax consequences described in this prospectus.

We assume in this discussion that each non-U.S. holder holds shares of our common stock as a capital asset (generally, property held for investment) for U.S. federal income tax purposes. This discussion does not address all aspects of U.S. federal income and estate taxation that may be relevant to a particular non-U.S. holder in light of that non-U.S. holder's individual circumstances nor does it address any aspects of U.S. state, local or non-U.S. taxes, the alternative minimum tax, or the Medicare tax on net investment income. This discussion also does not consider any specific facts or circumstances that may apply to a non-U.S. holder and does not address the special tax rules applicable to particular non-U.S. holders, such as:

- financial institutions;
- brokers or dealers in securities;
- tax-exempt organizations;
- pension plans, including "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 qualified foreign pension funds;
- persons deemed to sell our common stock under the constructive sale provisions of the Code;

- owners that hold our common stock as part of a straddle, hedge, conversion transaction, synthetic security or other integrated investment or who have elected to mark securities to market;
- insurance companies;
- controlled foreign corporations;
- passive foreign investment companies;
- non-U.S. governments; and
- certain U.S. expatriates.

THIS DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT, AND IS NOT INTENDED TO BE, LEGAL OR TAX ADVICE. PROSPECTIVE INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE U.S. FEDERAL, STATE, LOCAL, AND NON-U.S. INCOME, ESTATE AND OTHER TAX CONSIDERATIONS OF ACQUIRING, HOLDING AND DISPOSING OF OUR COMMON STOCK.

Distributions

As discussed under “Dividend Policy” above, we do not expect to make cash dividends to holders of our common stock in the foreseeable future. If we make distributions in respect of our common stock, those distributions generally will constitute dividends for U.S. federal income tax purposes to the extent paid from our current or accumulated earnings and profits, as determined under U.S. federal income tax principles, subject to the tax treatment described in this section. If a distribution exceeds our current and accumulated earnings and profits, the excess will be treated as a tax-free return of the non-U.S. holder’s investment, up to the holder’s tax basis in the common stock. Any remaining excess will be treated as capital gain, subject to the tax treatment described below under the heading “Gain on Sale, Exchange or Other Taxable Disposition of Our Common Stock.” Any distributions will also be subject to the discussions below under the headings “Information Reporting and Backup Withholding” and “FATCA.”

Dividends paid to a non-U.S. holder generally will be subject to withholding of U.S. federal income tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty between the United States and such holder’s country of residence.

Dividends that are treated as effectively connected with a trade or business conducted by a non-U.S. holder within the United States, and, if an applicable income tax treaty so provides, that are attributable to a permanent establishment or a fixed base maintained by the non-U.S. holder within the United States, are generally exempt from the 30% withholding tax if the non-U.S. holder satisfies applicable certification and disclosure requirements (generally including provision of a valid IRS Form W-8ECI (or applicable successor form) certifying that the dividends are effectively connected with the non-U.S. holder’s conduct of a trade or business within the United States). However, such U.S. effectively connected income, net of specified deductions and credits, is taxed in the hands of the non-U.S. holder at the same graduated U.S. federal income tax rates as would apply if such holder were a U.S. person (as defined in the Code). Any U.S. effectively connected income received by a non-U.S. holder that is classified as a corporation for U.S. federal income tax purposes may also, under certain circumstances, be subject to an additional “branch profits tax” at a 30% rate or such lower rate as may be specified by an applicable income tax treaty between the United States and such holder’s country of residence.

A non-U.S. holder of our common stock who claims the benefit of an applicable income tax treaty between the United States and such holder’s country of residence generally will be required to provide

a properly executed IRS Form W-8BEN or W-8BEN-E (or successor form) and satisfy applicable certification and other requirements. Non-U.S. holders are urged to consult their own tax advisors regarding their entitlement to benefits under a relevant income tax treaty and the specific methods available to them to satisfy these requirements.

A non-U.S. holder that is eligible for a reduced rate of U.S. withholding tax under an income tax treaty may obtain a refund or credit of any excess amounts withheld by timely filing an appropriate claim for a refund with the IRS.

Gain on Sale, Exchange or Other Taxable Disposition of Our Common Stock

Subject to the discussions below under the headings “Information Reporting and Backup Withholding” and “FATCA,” a non-U.S. holder generally will not be subject to U.S. federal income tax on any gain realized upon such non-U.S. holder’s sale, exchange or other disposition of our common stock unless:

- the gain is effectively connected with the non-U.S. holder’s conduct of a trade or business in the United States, and, if an applicable income tax treaty so provides, the gain is attributable to a permanent establishment or fixed base maintained by the non-U.S. holder in the United States; in these cases, the non-U.S. holder generally will be taxed on a net income basis at the graduated U.S. federal income tax rates applicable to U.S. persons, and, if the non-U.S. holder is a foreign corporation, the branch profits tax described above under the heading “Distributions” may also apply;
- the non-U.S. holder is a non-resident alien present in the United States for 183 days or more in the taxable year of the disposition and certain other requirements are met, in which case the non-U.S. holder will be subject to a 30% tax (or such lower rate as may be specified by an applicable income tax treaty between the United States and such holder’s country of residence) on the net gain derived from the disposition, which may be offset by certain U.S.-source capital losses of the non-U.S. holder, if any; or
- we are or have been, at any time during the five-year period preceding such disposition (or the non-U.S. holder’s holding period, if shorter) a “U.S. real property holding corporation” unless our common stock is regularly traded on an established securities market and the non-U.S. holder held no more than 5% of our outstanding common stock, directly or indirectly, during the shorter of the five-year period ending on the date of the disposition or the period that the non-U.S. holder held our common stock. Generally, a corporation is a “U.S. real property holding corporation” if the fair market value of its “U.S. real property interests” (as defined in the Code and applicable regulations) equals or exceeds 50% of the sum of the fair market value of its worldwide real property interests plus its other assets used or held for use in a trade or business. Although there can be no assurance, we believe that we are not currently, and we do not anticipate becoming, a “U.S. real property holding corporation” for U.S. federal income tax purposes.

U.S. Federal Estate Tax

Shares of our common stock that are owned or treated as owned by an individual who is not a citizen or resident of the United States (as specially defined for U.S. federal estate tax purposes) at the time of death are considered U.S. situs assets and will be included in the individual’s gross estate for U.S. federal estate tax purposes. Such shares, therefore, may be subject to U.S. federal estate tax, unless an applicable estate tax or other treaty provides otherwise.

Information Reporting and Backup Withholding

We must report annually to the IRS and to each non-U.S. holder the gross amount of the distributions on our common stock paid to such holder and the tax withheld, if any, with respect to such distributions. Non-U.S. holders generally will have to comply with specific certification procedures to establish that the holder is not a U.S. person (as defined in the Code) in order to avoid backup withholding at the applicable rate with respect to dividends on our common stock. Generally, a holder will comply with such procedures if it provides a properly executed IRS Form W-8BEN or W-8BEN-E (or other applicable Form W-8), or otherwise meets documentary evidence requirements for establishing that it is a non-U.S. holder, or otherwise establishes an exemption. Dividends paid to non-U.S. holders subject to withholding of U.S. federal income tax, as described above under the heading “Distributions,” will generally be exempt from U.S. backup withholding.

Information reporting and backup withholding generally will apply to the proceeds of a disposition of our common stock by a non-U.S. holder effected by or through the U.S. office of any broker, U.S. or non-U.S., unless the holder certifies its status as a non-U.S. holder and satisfies certain other requirements, or otherwise establishes an exemption. Generally, information reporting and backup withholding will not apply to a payment of disposition proceeds to a non-U.S. holder where the transaction is effected outside the United States through a non-U.S. office of a broker. However, for information reporting purposes, dispositions effected through a non-U.S. office of a broker with substantial U.S. ownership or operations generally will be treated in a manner similar to dispositions effected through a U.S. office of a broker. Non-U.S. holders should consult their own tax advisors regarding the application of the information reporting and backup withholding rules to them.

Copies of information returns may be made available to the tax authorities of the country in which the non-U.S. holder resides or is incorporated under the provisions of a specific treaty or agreement.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to a non-U.S. holder can be refunded or credited against the non-U.S. holder’s U.S. federal income tax liability, if any, provided that an appropriate claim is timely filed with the IRS.

FATCA

Provisions of the Code commonly referred to as the Foreign Account Tax Compliance Act, or FATCA, generally impose a 30% withholding tax on dividends on, and gross proceeds from the sale or disposition of, our common stock if paid to a foreign entity unless (1) if the foreign entity is a “foreign financial institution,” the foreign entity undertakes certain due diligence, reporting, withholding, and certification obligations, (2) if the foreign entity is not a “foreign financial institution,” the foreign entity identifies certain of its U.S. investors, or (3) the foreign entity is otherwise exempt under FATCA.

Withholding under FATCA generally (1) applies to payments of dividends on our common stock and (2) will apply to payments of gross proceeds from a sale or other disposition of our common stock made after December 31, 2018. An intergovernmental agreement between the United States and an applicable foreign country may modify the requirements described in this section. Under certain circumstances, a non-U.S. holder may be eligible for refunds or credits of the tax. Non-U.S. holders should consult their own tax advisors regarding the possible implications of FATCA on their investment in our common stock.

The preceding discussion of material U.S. federal tax considerations is for informational purposes only. It is not legal or tax advice. Prospective investors should consult their own tax advisors regarding the particular U.S. federal, state, local, and non-U.S. tax consequences of purchasing, holding and disposing of our common stock, including the consequences of any proposed changes in applicable laws.

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, Citigroup Global Markets Inc. and Piper Jaffray & Co. are the representatives of the underwriters.

Underwriters	Number of Shares
Goldman Sachs & Co. LLC	
Citigroup Global Markets Inc.	
Piper Jaffray & Co.	
Total	

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 underwriting agreement also provides that if an underwriter defaults, the purchase commitments of non-defaulting underwriters may also be increased or the offering may be terminated.

The underwriters have an option to buy up to additional shares from us to cover sales by the underwriters. 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 table shows 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 up to additional shares from us.

	No Exercise	Full Exercise
Per Share	$	$
Total	$	$

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. Sales of shares made outside of the United States may be made by affiliates of the underwriters.

A prospectus in electronic format may be made available on the web sites maintained by one or more underwriters, or selling group members, if any, participating in the offering. The underwriters may agree to allocate a number of shares to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the representatives to underwriters and selling group members that may make internet distributions on the same basis as other allocations.

We and our executive officers, directors and holders of substantially all of our common stock and securities convertible into or exchangeable for our common stock have agreed or will agree with the underwriters, subject to certain exceptions, not to dispose of or hedge any of our or their common stock or securities convertible into or exchangeable for shares of common stock 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 Goldman Sachs & Co. LLC and Citigroup Global Markets Inc. This agreement does not apply to any existing employee benefit plans. See the section of this prospectus titled “Shares Eligible for Future Sale” for a discussion of certain transfer restrictions.

Prior to the offering, there has been no public market for the shares. The initial public offering price will be 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 are applying to list our common stock on The Nasdaq Global Market under the symbol “ARVN.”

In connection with the offering, the underwriters may purchase and sell shares of our 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 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 the Nasdaq Global Market, in the over-the-counter market or otherwise.

We estimate that the expenses payable by us in this offering, excluding underwriting discounts and commissions, will be approximately $ million. We have agreed to reimburse the underwriters for certain of their expenses in an amount up to $.

We have agreed to indemnify the several underwriters against certain liabilities, including liabilities under the Securities Act of 1933.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Certain of the underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to the issuer and to persons and entities with relationships with the issuer, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively traded 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 or instruments of the issuer (directly, as collateral securing other obligations or otherwise) 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 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.

Other than in the United States, no action has been taken by us or the underwriters that would permit a public offering of the securities offered by this prospectus in any jurisdiction where action for that purpose is required. The securities offered by this prospectus may not be offered or sold, directly or indirectly, nor may this prospectus or any other offering material or advertisements in connection with the offer and sale of any such securities be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities offered by this prospectus in any jurisdiction in which such an offer or a solicitation is unlawful.

European Economic Area

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a “Relevant Member State”) an offer to the public of our common stock may not be made in that Relevant Member State, except that an offer to the public in that Relevant Member State of our common stock may be made at any time under the following exemptions under the Prospectus Directive:

- To any legal entity which is a qualified investor as defined in the Prospectus Directive;
- To fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the Representatives for any such offer; or
- In any other circumstances falling within Article 3(2) of the Prospectus Directive;

provided that no such offer or shares of our common stock shall require us or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an “offer to public” in relation to our common stock in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and our common stock to be offered so as to enable an investor to decide to purchase our common stock, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State, and the expression “Prospectus Directive” means Directive 2003/71/EC (as amended), including by Directive 2010/73/EU and includes any relevant implementing measure in the Relevant Member State.

This European Economic Area selling restriction is in addition to any other selling restrictions set out below.

United Kingdom

In the United Kingdom, this prospectus is only addressed to and directed at qualified investors who are (i) investment professionals 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 and other persons to whom it may lawfully be communicated, falling within Article 49(2)(a) to (d) of the Order (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 in with relevant persons. Any person who is not a relevant person should not act or rely on this prospectus or any of its contents.

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 form, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser’s province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

Hong Kong

The securities 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”), or (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 securities 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: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (2) where such transfer arises from an offer in that corporation’s securities pursuant to Section 275(1A) of the SFA, (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) 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 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: (1) to an institutional investor under Section 274 of the SFA or to a relevant person (as defined in Section 275(2) of the SFA), (2) 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), (3) where no consideration is or will be given for the transfer, (4) where the transfer is by operation of law, (5) as specified in Section 276(7) of the SFA, or (6) 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.

Australia

No placement document, prospectus, product disclosure statement or other disclosure document has been lodged with the Australian Securities and Investments Commission ("ASIC"), in relation to the offering. This offering document does not constitute a prospectus, product disclosure statement or other disclosure document under the Corporations Act 2001 (the "Corporations Act"), and does not purport to include the information required for a prospectus, product disclosure statement or other disclosure document under the Corporations Act.

Any offer in Australia of the shares may only be made to persons (the "Exempt Investors") who are "sophisticated investors" (within the meaning of section 708(8) of the Corporations Act), "professional investors" (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the shares without disclosure to investors under Chapter 6D of the Corporations Act.

The shares applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring shares must observe such Australian on-sale restrictions.

This offering document contains general information only and does not take account of the investment objectives, financial situation or particular needs of any particular person. It does not contain any securities recommendations or financial product advice. Before making an investment decision, investors need to consider whether the information in this offering document is appropriate to their needs, objectives and circumstances, and, if necessary, seek expert advice on those matters.

Dubai International Financial Centre

This offering document relates to an Exempt Offer in accordance with the Offered Securities Rules of the Dubai Financial Services Authority ("DFSA"). This offering document is intended for distribution only to persons of a type specified in the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus nor taken steps to verify the information set forth in this prospectus and has no responsibility for the offering document. The securities to which this offering document relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence on the securities. If you do not understand the contents of this offering document you should consult an authorized financial advisor.

Switzerland

We have not and will not register with the Swiss Financial Market Supervisory Authority ("FINMA") as a foreign collective investment scheme pursuant to Article 119 of the Federal Act on Collective Investment Scheme of 23 June 2006, as amended ("CISA"), and accordingly the securities being offered pursuant to this prospectus have not and will not be approved, and may not be licenseable, with FINMA. Therefore, the securities have not been authorized for distribution by FINMA as a foreign collective investment scheme pursuant to Article 119 CISA and the securities offered hereby may not be offered to the public (as this term is defined in Article 3 CISA) in or from Switzerland. The securities may solely be offered to "qualified investors," as this term is defined in Article 10 CISA, and in the circumstances set out in Article 3 of the Ordinance on Collective Investment Scheme of 22 November 2006, as amended ("CISO"), such that there is no public offer. Investors, however, do not benefit from protection under CISA or CISO or supervision by FINMA. This prospectus and any other materials relating to the securities are strictly personal and confidential to each offeree and do not constitute an offer to any other person. This prospectus may only be used by those qualified investors to whom it has been handed out in connection with the offer described in this prospectus and may neither directly or indirectly be distributed or made available to any person or entity other than its recipients. It may not be used in connection with any other offer and shall in particular not be copied and/or distributed to the public in Switzerland or from Switzerland. This prospectus does not constitute an issue prospectus as that term is understood pursuant to Article 652a and/or 1156 of the Swiss Federal Code of Obligations. We have not applied for a listing of the securities on the SIX Swiss Exchange or any other regulated securities market in Switzerland, and consequently, the information presented in this prospectus does not necessarily comply with the information standards set out in the listing rules of the SIX Swiss Exchange and corresponding prospectus schemes annexed to the listing rules of the SIX Swiss Exchange.

LEGAL MATTERS

The validity of the shares of our common stock offered hereby is being passed upon for us by Wilmer Cutler Pickering Hale and Dorr LLP. Goodwin Procter LLP is acting as counsel for the underwriters in connection with this offering.

EXPERTS

The financial statements included in this prospectus have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report appearing herein. Such financial statements are included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of our common stock we are offering to sell. This prospectus, which constitutes part of the registration statement, does not include all of the information contained in the registration statement and the exhibits, schedules and amendments to the registration statement. For further information with respect to us and our common stock, we refer you to the registration statement and to the exhibits and schedules to the registration statement. Statements contained in this prospectus about the contents of any contract, agreement or other document are not necessarily complete, and, in each instance, we refer you to the copy of the contract, agreement or other document filed as an exhibit to the registration statement. Each of these statements is qualified in all respects by this reference to such contract, agreement or document.

You may read and copy the registration statement of which this prospectus is a part at the SEC's public reference room, which is located at 100 F Street, N.E., Room 1580, Washington, DC 20549. You can request copies of the registration statement by writing to the Securities and Exchange Commission and paying a fee for the copying cost. Please call the SEC at 1-800-SEC-0330 for more information about the operation of the SEC's public reference room. In addition, the SEC maintains an Internet website, which is located at *www.sec.gov*, that contains reports, proxy and information statements and other information regarding issuers that file electronically with the SEC. You may access the registration statement of which this prospectus is a part at the SEC's Internet website. Upon completion of this offering, we will be subject to the information reporting requirements of the Securities Exchange Act of 1934, and we will file reports, proxy statements and other information with the SEC.

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ARVINAS HOLDING COMPANY, LLC AND SUBSIDIARIES

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Report of Independent Registered Public Accounting Firm

To the Members and the Board of Managers of Arvinas Holding Company, LLC

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Arvinas Holding Company, LLC and subsidiaries (the "Company") as of December 31, 2017 and 2016, the related consolidated statements of operations and comprehensive loss, redeemable convertible preferred units and changes in members' equity, and cash flows, for each of the two years in the period ended December 31, 2017, 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 as of December 31, 2017 and 2016, and the results of its operations and its cash flows for each of the two years in the period ended December 31, 2017, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB and in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ DELOITTE & TOUCHE LLP

Hartford, Connecticut
June 22, 2018

We have served as the Company's auditor since 2016.

ARVINAS HOLDING COMPANY, LLC AND SUBSIDIARIES

Consolidated Balance Sheets

	December 31, 2017	December 31, 2016
Assets		
Current assets:		
Cash and cash equivalents	$ 30,912,391	$ 5,088,548
Marketable securities	8,258,982	30,468,703
Account receivable	25,000,000	—
Other receivables	1,040,452	1,410,182
Prepaid expenses and other current assets	316,903	314,841
Total current assets	65,528,728	37,282,274
Property, equipment and leasehold improvements, net	1,298,881	633,848
Other assets:		
Deposits	20,760	20,760
Total assets	$ 66,848,369	$ 37,936,882
Liabilities and members' equity		
Current liabilities:		
Accounts payable	$ 596,527	$ 1,566,006
Accrued expenses	3,545,936	1,651,593
Deferred revenue	13,553,136	6,675,443
Current portion of long-term debt	159,265	141,212
Total current liabilities	17,854,864	10,034,254
Deferred revenue	48,545,625	3,502,194
Long term debt, net of current portion	151,122	312,575
Preferred unit warrant liability	50,888	56,759
Total liabilities	66,602,499	13,905,782
Commitments and contingencies (Note 12)		
Series A redeemable convertible preferred units, no par value, at redemption value, 22,463,665 units issued and outstanding	19,768,025	15,300,002
Series B redeemable convertible preferred units, no par value, at redemption value, 24,977,489 units issued and outstanding	41,712,407	41,609,999
Members' equity:		
Common units, no par value, 6,167,045 units issued and outstanding	6,167	6,167
Incentive units, no par value, 11,927,381 and 9,966,886 units issued as of December 31, 2017 and 2016, respectively	1,186,419	941,371
Accumulated deficit	(62,417,397)	(33,797,760)
Accumulated other comprehensive loss	(9,751)	(28,679)
Total members' equity	(61,234,562)	(32,878,901)
Total liabilities and members' equity	$ 66,848,369	$ 37,936,882

See accompanying notes

ARVINAS HOLDING COMPANY, LLC AND SUBSIDIARIES

Consolidated Statements of Operations and Comprehensive Loss

Consolidated Statements of Operations	Year Ended December 31, 2017	2016
Revenue	$ 7,578,876	$ 6,669,024
Operating expenses:		
Research and development	28,792,902	19,942,194
General and administrative	3,546,241	3,196,250
Total operating expenses	32,339,143	23,138,444
Loss from operations	(24,760,267)	(16,469,420)
Other income (expenses)		
Other income, net	554,159	1,656,184
Change in fair value of preferred unit warrant	5,871	14,816
Interest income	201,388	427,773
Interest expense	(50,357)	(67,404)
Total other income	711,061	2,031,369
Loss before income taxes	(24,049,206)	(14,438,051)
Benefit from income taxes	—	87,408
Net loss	(24,049,206)	(14,350,643)
Change in redemption value of redeemable preferred units	(4,570,431)	1,997,020
Net loss attributable to common units	$ (28,619,637)	$ (12,353,623)
Net loss per common unit, basic and diluted	$ (4.64)	$ (2.00)
Weighted average common units outstanding, basic and diluted	6,167,045	6,167,045
Pro forma net loss per share, basic and diluted (unaudited)	$ (0.45)	
Pro forma weighted average shares outstanding, basic and diluted (unaudited)	53,608,199	

Consolidated Statements of Comprehensive Loss	Year Ended December 31, 2017	2016
Net loss	$ (24,049,206)	$ (14,350,643)
Other comprehensive gain (loss):		
Unrealized gain (loss) on available-for-sale securities	18,928	(12,006)
Comprehensive loss	$ (24,030,278)	$ (14,362,649)

See accompanying notes

ARVINAS HOLDING COMPANY, LLC AND SUBSIDIARIES

Consolidated Statements of Redeemable Convertible Preferred Units and Changes in Members' Equity

	Series B Redeemable Convertible Preferred		Series A Redeemable Convertible Preferred		Common		Incentive		Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Members' Equity
	Units	Amount	Units	Amount	Units	Amount	Units	Amount			
Balance at December 31, 2015	24,977,489	$41,609,999	22,463,665	$17,297,022	6,167,045	$ 6,167	6,692,755	$ 415,785	$ (21,444,137)	$ (16,673)	$(21,038,858)
Incentive unit-based compensation	—	—	—	—	—	—	3,274,131	525,586	—	—	525,586
Change in redemption value of preferred units	—	—	—	(1,997,020)	—	—	—	—	1,997,020	—	1,997,020
Net loss	—	—	—	—	—	—	—	—	(14,350,643)	—	(14,350,643)
Unrealized loss on available-for-sale securities	—	—	—	—	—	—	—	—	—	(12,006)	(12,006)
Balance at December 31, 2016	24,977,489	$41,609,999	22,463,665	$15,300,002	6,167,045	$ 6,167	9,966,886	$ 941,371	$ (33,797,760)	$ (28,679)	$(32,878,901)
Incentive unit-based compensation	—	—	—	—	—	—	1,960,495	245,048	—	—	245,048
Change in redemption value of preferred units	—	102,408	—	4,468,023	—	—			(4,570,431)	—	(4,570,431)
Net loss	—	—	—	—	—	—	—	—	(24,049,206)	—	(24,049,206)
Unrealized gain (loss) on available-for-sale securities	—	—	—	—	—	—	—	—	—	18,928	18,928
Balance at December 31, 2017	24,977,489	$41,712,407	22,463,665	$19,768,025	6,167,045	$ 6,167	11,927,381	$1,186,419	$ (62,417,397)	$ (9,751)	$(61,234,562)

See accompanying notes

ARVINAS HOLDING COMPANY, LLC AND SUBSIDIARIES

Consolidated Statements of Cash Flows

	Years Ended December 31,	
	2017	2016
Cash flows from operating activities:		
Net loss	$ (24,049,206)	$ (14,350,643)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Gain on long term debt forgiveness	—	(1,000,000)
Amortization of debt discount	—	12,115
Change in fair value of preferred unit warrant liability	(5,871)	(14,816)
Depreciation and amortization	347,395	436,329
Non-cash interest expense	17,963	20,851
Net accretion of bond discounts/premiums	344,109	523,450
Non-cash unit based compensation	245,048	525,586
Changes in operating assets and liabilities:		
Other receivables	369,729	(578,926)
Account receivable	(25,000,000)	—
Prepaid expenses and other current assets	(2,061)	(138,537)
Deferred tax asset	—	45,616
Accounts payable	(969,479)	1,196,476
Accrued expenses	1,894,343	553,781
Deferred tax liability	—	(45,616)
Deferred revenue	51,921,124	(6,588,795)
Net cash provided by (used in) operating activities	5,113,094	(19,403,129)
Cash flows from investing activities:		
Purchase of marketable securities	(3,200,895)	(36,716,220)
Maturities of marketable securities	16,008,000	16,909,338
Sales of marketable securities	9,077,435	—
Purchase of property, equipment and leasehold improvements	(1,012,428)	(256,667)
Cash paid for license	—	(50,000)
Net cash provided by (used in) investing activities	20,872,112	(20,113,549)
Cash flows from financing activities:		
Repayments of long term debt	(161,363)	(149,739)
Net cash used in financing activities	(161,363)	(149,739)
Net increase (decrease) in cash and cash equivalents	25,823,843	(39,666,417)
Cash and cash equivalents, beginning of the period	5,088,548	44,754,965
Cash and cash equivalents, end of the period	$ 30,912,391	$ 5,088,548
Supplemental disclosure of cash flow information:		
Cash paid for interest	$ 32,393	$ 46,552
Increase (decrease) in redemption value of preferred units	$ 4,570,431	$ (1,997,020)

See accompanying notes

ARVINAS HOLDING COMPANY, LLC AND SUBSIDIARIES

Notes to Consolidated Financial Statements

1. Nature of Business

Arvinas Holding Company, LLC has four wholly owned subsidiaries, Arvinas, Inc., Arvinas Androgen Receptor, Inc., Arvinas Estrogen Receptor, Inc. and Arvinas BRD4, Inc. (collectively, the Company). The Company is a biopharmaceutical company dedicated to improving the lives of patients suffering from debilitating and life-threatening diseases throughout the discovery, development and commercialization of therapies to degrade disease-causing proteins.

Arvinas, Inc. was incorporated in Delaware on July 3, 2013. Effective January 1, 2015, Arvinas Holding Company, LLC (Arvinas LLC) was formed by the shareholders of Arvinas, Inc. and Arvinas, Inc. became a wholly owned subsidiary of Arvinas LLC. In connection with this reorganization, the rights and preferences of the Preferred Stock of Arvinas, Inc. were exchanged for preferred stock units with similar rights and preferences of Arvinas LLC. As part of the reorganization, the employees, consultants and board members of Arvinas, Inc. exchanged their stock options in Arvinas, Inc. stock in exchange for incentive units in Arvinas LLC. Additionally, common stock holders of Arvinas, Inc. exchanged their common stock for common units in Arvinas LLC. All exchanges were made on a 1-for-1 basis. This reorganization was accounted for as a common control transaction as the common stockholders of Arvinas, Inc. formed Arvinas, LLC and transferred all the assets from Arvinas, Inc. to Arvinas LLC.

Arvinas Androgen Receptor, Inc. was formed in 2015 and Arvinas Estrogen Receptor, Inc. and Arvinas BRD4, Inc. were formed in 2016.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements of the Company include the accounts of Arvinas Holding Company, LLC and its wholly owned subsidiaries. All intercompany transactions have been eliminated in consolidation.

Use of Estimates

The preparation of the Company's consolidated financial statements in conformity with accounting principles generally accepted in the United States requires management to make certain estimates and assumptions that affect the reported amounts and disclosures in the financial statements. While management believes that estimates and assumptions used in the preparation of the consolidated financial statements are appropriate, actual results could differ from those estimates. The most significant estimates are those used in determination of the Company's revenue recognition, fair value of its common units, preferred unit warrant liability and incentive unit compensation.

Financial Instruments

The Company's principal financial instruments comprise cash, marketable securities, accounts receivable, accounts payable, accrued liabilities and long-term debt. The carrying value of all financial instruments approximates fair value.

Cash and Cash Equivalents

The Company classifies as cash and cash equivalents amounts on deposit in banks and cash invested temporarily in various instruments, primarily money market accounts, with original maturities of three months or less at time of purchase. The carrying amounts reported in the consolidated balance sheets represent the fair values of cash and cash equivalents.

Concentration of Credit Risk

The Company maintains its cash in financial institution accounts that, at times during the year, may exceed federally insured limits. The cash balances in the financial institutions are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000. At times, cash maintained on deposit may be in excess of FDIC limits. Cash may also be maintained at commercial institutions that are not insured by the FDIC.

For the year ended December 31, 2017, two collaborators represented 60% and 40% of total revenue. One collaborator accounts for the entire account receivable balance at December 31, 2017. For the year ended December 31, 2016, two collaborators represented 55% and 45% of total revenue.

Marketable Securities

The Company classifies its marketable securities as available-for-sale securities, which are carried at their fair value based on the quoted market prices of the securities with unrealized gains and losses reported as accumulated other comprehensive income (loss), a separate component of members' equity. Realized gains and losses on available-for-sale securities are included in net earnings in the period earned or incurred.

Property, Equipment, and Leasehold Improvements

Property and equipment are recorded at cost. Depreciation is calculated using the straight-line method over the estimated useful lives, which range from three years for office equipment to five years for laboratory equipment. Maintenance and repairs which do not extend the lives of the assets are charged directly to expense as incurred. Upon retirement or disposal, cost and related accumulated depreciation are removed from the related accounts, and any resulting gain or loss is recognized as a component of income or loss for the period. Leasehold improvements are recorded at cost and amortized using the straight-line method over the shorter of the lease term or the useful life of the asset.

Impairment of Long-Lived Assets

When indications of potential impairments are present, the Company evaluates the carrying value of long-lived assets. The Company adjusts the carrying value of the long-lived assets if the sum of undiscounted expected future cash flows is less than carrying value. No such impairments were recorded during 2017 or 2016.

Deferred Financing Costs

Deferred financing costs were being amortized over the term of the related debt. In 2016, the Company wrote off $12,115 of deferred financing costs in relation to the related debt forgiven (see Note 8) which was recorded as an offset of other income in the consolidated statements of operations. The Company recorded $5,605 and $5,991 of non-cash interest expense relating to the deferred financing costs for the years ended December 31, 2017 and 2016, respectively.

Segment Information

The Company manages its operations as a single segment for the purposes of assessing performance and making operating decisions. All of the Company's tangible assets are held in the United States. To date, all of the Company's revenue has been generated in the United States.

Revenue Recognition and Deferred Revenue

Revenues from Contracts

As discussed under New Accounting Pronouncements, the Company adopted Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers* as of January 1, 2017 using the full retrospective method. For the year ended December 31, 2016, the effect of the changes in revenue recognition under ASC 606 was immaterial from the amount that was reported under the previous guidance.

The Company's revenue is generated through research collaboration and license agreements with pharmaceutical partners. The terms of these agreements contain multiple goods and services which may include (i) licenses, (ii) research and development activities, and (iii) participation in joint research and development steering committees. The terms of these agreements may include non-refundable upfront license or option fees, payments for research and development activities, payments upon the achievement of certain milestones, and royalty payments based on product sales derived from the collaboration. Under ASC 606, the Company evaluates whether the license agreement, research and development services, and participation in research and development steering committees, represent separate or combined performance obligations. The Company has determined that these services within its existing contracts represent a combined single performance obligation.

The research collaboration and license agreements typically include contingent milestone payments related to specified preclinical and clinical development milestones and regulatory and commercialization/sales milestones. These milestones represent variable consideration that are not initially recognized within the transaction price as they are fully constrained under the guidance in ASC 606. The Company will continue to assess the probability of significant reversals for any amounts that become likely to be realized prior to recognizing the variable consideration associated with these payments.

Revenue is recognized ratably over the Company's expected performance period under each respective arrangement. The Company makes its best estimate of the period over which the Company expects to fulfill the Company's performance obligations, which includes access to technology through the license agreement and research activities. Given the uncertainties of these collaboration arrangements, significant judgment is required to determine the duration of the performance period.

For the years ended December 31, 2017 and 2016, transaction price allocated to the combined performance obligation identified under the agreements is recognized as revenue on a straight-line basis over the estimated performance period under each respective arrangement. Straight-line basis was considered the best measure of progress in which control of the combined obligation transfers to the customers, due to the contract containing license rights to technology, research and development services, and joint committee participation, which in totality are expected to occur ratably over the performance period.

The Company's contracts may also call for certain sales-based royalty payments upon successful commercialization of a target. In accordance with ASC 606-10-55-65, the Company recognizes revenues from sales-based royalty payments at the later of a) the occurrence of the subsequent sale; or b) the performance obligation to which some or all of the sales-based royalty has been allocated has been satisfied (or partially satisfied). The Company anticipates recognizing royalties if and when subsequent sales are generated by the customer from the use of the technology. To date, no revenue from royalty payments has been recognized for any periods.

Amounts received prior to satisfying the above revenue recognition criteria are recorded as a contract liability in the Company's accompanying consolidated balance sheets.

Preferred Unit Warrants

Preferred unit warrants issued in conjunction with debt financings are initially recorded at fair value, using a Black-Scholes option pricing model, with a corresponding discount recorded against the face value of the note and a liability, in accordance with ASC guidance related to accounting for debt issued with redeemable preferred unit purchase warrants. The discount is then accreted against the face value of the note over its remaining term as additional interest expense.

The Company classifies warrants to purchase shares of its Series A Redeemable Convertible Preferred Units (Series A Preferred Units) as a liability on its balance sheets as these warrants are free-standing financial instruments that are exercisable for contingently redeemable shares. The preferred unit warrants are recorded in long-term liabilities at fair value, estimated using the Black-Scholes option pricing model, and marked to market at each balance sheet date. The change in carrying value is reported as the change in fair value of warrant liability in the accompanying consolidated statements of operations. The Company will continue to adjust the liability for changes in fair value until the earlier of the exercise of the preferred unit warrant or the expiration of the preferred unit warrant.

Income Taxes

Arvinas LLC is taxed under the provisions of *Subchapter K—Partners and Partnerships* of the Internal Revenue Code. Under those provisions, Arvinas LLC does not pay federal or state corporate income taxes on its taxable income. Instead, each member includes net operating income or loss for Arvinas LLC on its individual return.

Arvinas, Inc., Arvinas Androgen Receptor, Inc., Arvinas Estrogen Receptor, Inc. and Arvinas BRD4, Inc. use the asset and liability method of accounting for income taxes, as set forth in Accounting Standards Codification (ASC) 740, *Accounting for Income Taxes*. Under this method, deferred tax assets and liabilities are recognized for the expected future tax consequence of temporary differences between the carrying amounts and the tax basis of assets and liabilities and net operating loss carry forwards, all calculated using presently enacted tax rates (see Note 11).

Management has evaluated the effect of ASC 740 guidance related to uncertain income tax positions and concluded that the Company has no significant financial statement exposure to uncertain income tax positions at December 31, 2017 and 2016. The 2015 federal tax return is currently under audit by the Internal Revenue Service.

Incentive Units

The Company periodically grants incentive units to employees and non-employees, which generally vest over a four-year period. The incentive units represent a separate substantive class of equity with defined rights within the LLC Operating Agreement. The incentive units represent profits interests in the Company, which is an interest in the increase in the value of the entity over the Participation Threshold, as defined in the LLC Operating Agreement and as determined at the time of grant. The holder, therefore, has the right to participate in distributions of profits only in excess of the Participation Threshold. The Participation Threshold is based on the valuation of the common unit on or around the grant date.

The Company accounts for incentive units granted in accordance with ASC 718, *Compensation-Stock Compensation* (ASC 718). In accordance with ASC 718, compensation expense is measured at estimated fair value of the incentive units and is included as compensation expense over the vesting period during which an employee provides service in exchange for the award.

The Company uses a Black-Scholes option pricing model to determine fair value of its incentive units. The Black-Scholes option pricing model includes various assumptions, including the expected life of incentive units, the expected volatility and the expected risk-free interest rate. These assumptions reflect the Company's best estimates, but they involve inherent uncertainties based on market conditions generally outside the control of the Company. As a result, if other assumptions had been used, unit-based compensation cost could have been materially impacted. Furthermore, if the Company uses different assumptions for future grants, unit-based compensation expense could be materially impacted in future periods.

The Company accounts for incentive units issued to non-employees in accordance with the provisions of ASC 505-50, *Equity-Based Payments to Non-Employees* (ASC 505). Under ASC 505, where the fair value of the equity instrument is more reliably measured than the fair value of the services rendered, such services will be valued based on the fair value of the equity instrument. The Company uses a Black-Scholes option pricing model to measure the value of the equity instruments issued to non-employees.

Research and Development

Research and development costs are expensed as incurred. The Company records grants from governmental and non-profit agencies as a reduction in research and development expense. Grants are recognized when there is reasonable assurance that the Company will comply with the conditions attached to the grant arrangement and the grant will be received. Grant payments received related to research and development costs incurred prior to the approval of the qualifying program are recognized immediately upon approval of the program by the grantor.

Fair Value Measurements

ASC Topic 820, *Fair Value Measurements and Disclosures*, requires disclosure of the fair value of financial instruments held by the Company. ASC 825, *Financial Instruments*, defines fair value and establishes a three-level valuation hierarchy for disclosures of fair value measurement that enhances disclosure requirements for fair value measures. The three levels of valuation hierarchy are defined as follows:

Level 1—Inputs are based upon observable or quoted prices for identical instruments traded in active markets.

Level 2—Inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities. Our Level 2 investments consist primarily of corporate notes and bonds and U.S. government and agency securities.

Level 3—Inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option pricing models, discounted cash flow models, and similar techniques.

In determining fair value, the Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible as well as considers counterparty credit risk in its assessment of fair value.

The Company's marketable securities consist of corporate bonds and a government bond which are adjusted to fair value each balance sheet date, based on quoted prices, which are considered

Level 2 inputs (see Note 5). The fair value of the preferred unit warrant liability is measured on a recurring basis and is considered a Level 3 instrument in the fair value hierarchy. See Note 8 for the valuation method used and significant assumptions used in the valuation.

The following tables summarize the fair values and levels within the fair value hierarchy in which the fair value measurements fall for assets and liabilities measured on a recurring basis as of:

December 31, 2017

Description	Level 1	Level 2	Level 3	Total
Assets:				
Marketable securities	$ —	$8,258,982	$ —	$ 8,258,982
Liabilities:				
Preferred unit warrant	$ —	$ —	$50,888	$ 50,888

December 31, 2016

Description	Level 1	Level 2	Level 3	Total
Assets:				
Marketable securities	$ —	$ 30,468,703	$ —	$ 30,468,703
Liabilities:				
Preferred unit warrant	$ —	$ —	$ 56,759	$ 56,759

The following table presents the changes in Level 3 instruments measured on a recurring basis for the years ended December 31, 2017 and 2016:

	Preferred Unit Warrant
Balance at December 31, 2015	$ 71,575
Change in fair value	(14,816)
Balance at December 31, 2016	56,759
Change in fair value	(5,871)
Balance at December 31, 2017	$ 50,888

Fluctuation in the fair value of the Company's Series A Preferred Units is the primary driver for the change in the Preferred Unit Warrant liability valuation during each year. As the fair value of the Series A Preferred Units increase, the value to the holder of the instrument generally increases. Additionally, unit price volatility is one of the significant unobservable inputs used in the fair value measurement of the Company's Preferred Unit Warrant liability. Decreases in expected volatility would generally result in a lower fair value measurement.

Redeemable Preferred Units

The Company has classified redeemable preferred units as temporary equity in the accompanying consolidated balance sheets due to certain redemption events that are outside the Company's control, including the passage of time. The Company records the redeemable preferred units at its current redemption value as of the balance sheet date.

Net Loss per Common Unit

Basic net loss per common unit is computed by dividing net loss, after adjusting for redeemable preferred unit dividends, by the weighted-average number of common units outstanding during the period. The change in current redemption value of the redeemable preferred units is treated as a

deemed dividend for all periods presented. Diluted net loss per unit is computed using the weighted-average number of common units outstanding during the period and, if dilutive, the weighted average number of potential shares of common units. The effect of the conversion of redeemable preferred units into common units is excluded from the computation of diluted net loss per common unit for all periods as their effect is antidilutive. Additionally, common unit equivalents are excluded from the computation of diluted net loss per common unit for all periods as their effect is antidilutive.

Reclassifications

Certain reclassifications have been made to the prior year financial statement to conform to current year presentation. Specifically, the Company has reclassified $400,982 of previously reported G&A expense to R&D expense in 2016 within the Statement of Operations to better reflect how management analyzes costs and expenses. This reclassification had no material effect on the reported financial statements.

New Accounting Pronouncements

Recently Adopted Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board (FASB) issued ASU No. 2014-09, *Revenue from Contracts with Customers*. The update clarifies the principles for recognizing revenue. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The update is effective for annual reporting periods beginning after December 15, 2017 for public companies. The Company has early adopted the standard effective January 1, 2017 using the full retrospective method. The impact of such adoption was immaterial to the 2016 financial statements.

In November 2015, the FASB issued ASU No. 2015-17, *Income Taxes (Topic 740).* ASU 2015-17 simplifies the presentation of deferred income taxes, and the amendments in this update require that deferred tax liabilities and assets be classified as noncurrent in a classified statement of financial position. The amendments in this update apply to all entities that present a classified statement of financial position. The current requirement that deferred tax liabilities and assets of a tax-paying component of an entity be offset and presented as a single amount is not affected by the amendments in this update. ASU 2015-17 is effective for annual periods beginning after December 15, 2016. The Company early adopted this guidance as of December 31, 2016, on a prospective basis. Due to the full valuation allowance, there was no impact on our balance sheet.

In March 2016, the FASB issued ASU No. 2016-09, *Compensation—Stock Compensation (Topic 718): Improvements to Employee Share-Based Payment Accounting*. ASU 2016-09 simplifies several aspects of the accounting for employee share-based payment transactions, including income taxes consequences, classification of awards as either equity or liabilities, and classification in the statement of cash flows. ASU 2016-09 is effective for annual reporting periods beginning after December 15, 2016, and interim periods within those annual periods. Early adoption is permitted. The Company adopted ASU 2016-09 on January 1, 2017 and the adoption did not have a material impact on the accompanying consolidated financial statements.

In October 2016, the FASB issued ASU No. 2016-16, *Income Taxes (Topic 740): Intra-Entity Transfers of Assets Other Than Inventory*. ASU 2016-16 removes the prohibition in ASC 740 against the immediate recognition of the current and deferred income tax effects of intra-entity transfers of assets other than inventory. ASU 2016-16 is effective for the Company for annual periods beginning

after December 15, 2017. Early adoption is permitted. The Company adopted this guidance as of December 31, 2016, on a retroactive basis. Due to the Company's valuation allowance position, the adoption of this guidance did not impact the Company's financial statements.

Recently Issued Accounting Pronouncements

In February 2016, the FASB issued ASU No. 2016-02, *Leases*. ASU 2016-02 requires lessees to present right-of-use assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. The guidance is to be applied using a modified retrospective approach at the beginning of the earliest comparative period in the financial statements and is effective for years beginning after December 15, 2018. Early adoption is permitted. The Company is still in the process of determining the effect that the adoption of ASU 2016-02 will have on the accompanying consolidated financial statements.

In May 2017, the FASB issued ASU No. 2017-09, *Scope of Modification Accounting*. ASU 2017-09 clarifies which changes to the terms or conditions of a share-based payment award require an entity to apply modification accounting. ASU 2017-09 is effective for interim and annual reporting periods beginning after December 15, 2017 and early adoption is permitted. The Company adopted ASU 2017-09 on January 1, 2018 and the adoption did not have a significant impact.

Other accounting standards that have been issued by the FASB or other standards-setting bodies that do not require adoption until a future date are not expected to have a material impact on the Company's financial statements upon adoption.

3. License Agreements

In July 2013, Arvinas, Inc. entered into an exclusive license agreement, including the right to grant sublicenses, with Yale University to develop protein degradation technologies. In connection with the execution of this license agreement, Arvinas, Inc. made a non-refundable upfront payment of $149,511. In addition to the upfront payment, the Company paid Yale University a License Maintenance Royalty of varying amounts through the fourth anniversary of the license agreement. After 2017 and until the first sale to a third party of any licensed product, the minimum annual payment will be $75,000. During 2017 and 2016, the Company paid $50,000 each year under the license agreement.

The Company is also required to pay Yale University success-based milestones for the development of the protein degradation technologies as well as low single-digit running royalties on aggregate worldwide net sales of certain licensed products, which may be subject to reductions, and subject to a minimum royalty payment that ranges from $200,000 to $500,000. If the Company sublicenses the protein degradation technologies to a third party, the Company is required to pay Yale University a mid-single digit to mid-double digit percentage of Sublicense Income (as defined in the agreement). During 2015, the Company paid $750,000 to Yale University as a result of the Company entering into the Research Collaboration and License Agreement with Merck representing the maximum amount to be paid for consideration received prior to the filing of an IND for a licensed product. The Company is also required to reimburse Yale University for patent costs incurred. During 2017 and 2016, the Company reimbursed Yale University $109,287 and $18,710, respectively, for patent costs.

4. Research Collaboration and License Agreements

In December 2017, the Company entered into a Research Collaboration and License Agreement with Pfizer, Inc. Under the terms of the agreement, the Company subsequently received a $25.0 million non-refundable upfront fee in January 2018 that is recorded in account receivable and deferred

revenue as of December 31, 2017. The Company is also eligible to receive up to an additional $805.0 million in potential option and development and sales-based milestones for all designated targets, as well as tiered royalties based on sales. No services were initiated under this agreement until January 2018.

In September 2015, the Company entered into an Option and License Agreement with Genentech, Inc. and F. Hoffman-La Roche Ltd (the Genentech Agreement). During 2015, the Company received an upfront non-refundable payment of $11.0 million in exchange for use of the Company's technology license and to fund Genentech-related research as defined within the Genentech Agreement. In November 2017, the Company entered into an Amended and Restated Option, License, and Collaboration Agreement with Genentech, Inc. and F. Hoffman-La Roche Ltd (the Genentech Modification), amending the Genentech Agreement. Under the Genentech Modification, the Company received additional upfront non-refundable payments of $34.5 million to fund Genentech-related research and Genentech has the right to designate up to ten targets. Upfront non-refundable payments are recognized as revenue over the total estimated period of performance. The Company is eligible to receive up to $44.0 million per target in development milestone payments, $52.5 million in regulatory milestones and $60.0 million in commercial milestones based on sales as well as tiered royalties based on sales. In connection with the Genentech Modification, the Company recognized an increase in revenue previously recognized of $0.4 million due to the offsetting impacts effect of an increase in total transaction price and an increase in expected period of performance.

In April 2015, the Company entered into a Research Collaboration and License Agreement with Merck Sharp & Dohme Corp. (the Merck Agreement). During 2015, the Company received an upfront non-refundable payment of $7 million, which is being recognized as revenue over the total estimated period of performance, in exchange for use of the Company's technology license. The agreement also provided for research program funding to support Merck-related research. The agreement expired in April 2018.

Information about contract liabilities is as follows:

	2017	2016
Contract liabilities	$ 62,098,761	$ 10,177,637
Revenues recognized in the period from:		
Amounts included in deferred revenue in previous periods	6,600,000	6,600,000

Changes in deferred revenue from 2016 to 2017 were due to billings of $59.5 million under new and modified contracts and $7.6 million of revenue recognized on the research collaboration and license agreements.

The aggregate amount of the transaction price allocated to performance obligations that are unsatisfied as of December 31, 2017 was $62.1 million, of which $13.6 million is expected to be recognized as revenue within the next twelve months.

5. Marketable Securities

The following is a summary of the Company's available-for-sale securities as of December 31, 2017 and 2016.

December 31, 2017

Description	Effective Maturity	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Corporate bonds	2018	$ 8,268,732	$ —	$ (9,751)	$ 8,258,982

December 31, 2016

Description	Effective Maturity	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Corporate bonds	2017	$23,285,597	$ 12,710	$(11,902)	$23,286,405
Government bonds	2017	1,000,000	—	(500)	999,500
Corporate bonds	2018	6,211,785	—	(28,987)	6,182,798
Total		$30,497,382	$ 12,710	$(41,389)	$30,468,703

6. Property, Equipment and Leasehold Improvements

Property, equipment and leasehold improvements consist of the following at December 31:

	2017	2016
Laboratory equipment	$ 1,952,685	$1,016,872
Office equipment	305,522	237,702
Leasehold improvements	72,294	72,294
	2,330,501	1,326,868
Less: accumulated depreciation	(1,031,620)	(693,020)
Property, equipment and leasehold improvements, net	$ 1,298,881	$ 633,848

Depreciation expense totaled $347,395 and $261,695, for the years ended December 31, 2017 and 2016, respectively.

7. Accrued Expenses

Accrued expenses consisted of the following at December 31:

	2017	2016
Employee expenses	$ 1,047,022	$ 1,183,676
Research and development expenses	1,982,525	133,026
Professional fees and other	516,389	334,891
	$ 3,545,936	$ 1,651,593

8. Long-Term Debt

In August 2013, Arvinas, Inc. entered into a Loan Agreement (Loan) and a Stock Subscription Warrant, with Connecticut Innovations, Inc. (CII). Under the Loan, the Company can draw up to $750,000 for the purpose of purchasing laboratory equipment, information technology equipment and leasehold improvements. Leasehold improvements are limited to $100,000. Interest on the Loan is compounded on a monthly basis at a rate of 7.50% per annum and is required to be paid on a monthly basis beginning on the date of the first draw of funds for 10 months, then with principal payments beginning on June 1, 2015 and payable monthly until the maturity date of July 31, 2019. The Company

has the ability to prepay the amount due at any time prior to the maturity date without premium or penalty. The Loan is secured by substantially all of the Company's assets. As of December 31, 2017, and 2016, the amount outstanding under the Loan was $343,500 and $504,863, respectively. During the years ended December 31, 2017 and 2016, interest expense on the Loan was $32,393 and $44,017, respectively.

In connection with the issuance of the Loan, and as additional consideration, Arvinas, Inc. granted CII a warrant to purchase 110,116 shares of Arvinas, Inc. Series A Preferred Stock at a purchase price of $0.6811 per share, with a term of 7 years from the date of issuance (CII Series A Preferred Unit warrant). The fair value of the CII Series A Preferred Unit warrant of $61,796 was determined using the Black Scholes option pricing model and was recorded as a debt discount and is being amortized as non-cash interest expense over the term of the Loan. At December 31, 2017 and 2016, the total unamortized debt discount on the Loan totaled $19,569 and $31,928, respectively. Interest expense recorded related to the amortization of the debt discount in 2017 and 2016 was $12,359 and $14,860, respectively. The Company evaluated the CII Series A Preferred Unit warrant issued under authoritative guidance and determined that the CII Series A Preferred Unit warrant does not meet the conditions to be classified as equity and has classified the CII Series A Preferred Unit as a liability at fair value on the accompanying balance sheets.

The fair value of the CII Series A Preferred Unit warrant was determined using the Black-Scholes option pricing model with the following assumptions:

	2017	2016
Expected volatility	100%	100%
Expected term (years)	2.67	3.67
Risk free interest rate	1.91%	1.57%
Expected dividend yield	0%	0%
Fair value of underlying Series A Preferred Units	$0.98	$0.75

Effective January 1, 2015, the CII Series A warrant to purchase shares of Arvinas, Inc. Series A preferred stock was exchanged for a warrant to purchase 110,116 units of the Company's Series A Preferred Units.

Anticipated future minimum payments on long-term debt, excluding the discount on debt of $19,569, for the years ending December 31 are:

2018	$173,890
2019	169,610
Total	$343,500

In January 2014, Arvinas, Inc. entered into an Assistance Agreement with the State of Connecticut (Assistance Agreement) to initially borrow $2.5 million. Under the terms of the Assistance Agreement, the Company can borrow from the State of Connecticut if it meets minimum financing criteria and creates a minimum number of full time jobs in the State of Connecticut in three separate tranches. Each of the three tranches was forgivable if the Company maintained a minimum number of full time jobs in the State of Connecticut for a minimum period at the minimum annual salary as defined in the Assistance Agreement. The note bears an interest rate of 1.00% per annum and interest payments are required on a monthly basis for 60 months. On the 61st month, the note begins to fully amortize through month 120, with a maturity date in February 2024. At December 31, 2015, the amount outstanding under the Assistance Agreement was $1 million. In March 2016, the $1 million outstanding amount under the Assistance Agreement was forgiven as the Company met its minimum job requirements. The amount forgiven was recorded as a component of other income in the consolidated statements of operations, as it is reasonably assured that the Company will comply with

the location requirement. During the year ended December 31, 2016, interest expense on the Assistance Agreement was $2,535. The Assistance Agreement requires that the Company be located in the State of Connecticut through January 2024 with a default penalty of repayment of the full original funding amount of $2.5 million plus liquidated damages of 7.5%.

9. Members' Equity

Common Units

In January 2015, all issued and outstanding common stock in Arvinas, Inc. was exchanged on a 1-for-1 basis for common units of Arvinas LLC. Each common unit entitles the holder to one vote on all matters submitted to a vote of the Company's members.

Preferred Units

During 2013 and 2014, Arvinas, Inc. sold 22,463,665 shares of Series A Redeemable Convertible Preferred Stock (Series A Preferred Stock) for $15.3 million at a price of $0.6811 per share. The Series A Preferred Stock was subsequently exchanged for Series A Preferred Units in Arvinas LLC upon the reorganization. During 2015, the Company sold 24,977,489 Series B Redeemable Convertible Preferred Units (Series B Preferred Units) in exchange for $41.6 million at a price of $1.6659 per share.

In connection with the issuance of Series A and Series B Preferred Units to CII, the Company was required to enter into a Put Agreement. The Put Agreement with CII provides for the proceeds from CII's investment in Preferred Units to be paid back to CII at the put price, as defined in the agreement. The Put Agreement is only exercisable upon the Company's breach of the covenant which requires it to maintain a Connecticut presence, as defined within the Put Agreement. The put option represents another potential redemption feature for CII. As CII's ability to exercise this redemption feature is within control of the Company, redemption under this feature has been deemed to be not probable at this time.

The Series A and Series B Preferred Units (collectively, the Preferred Units) have the following rights, preferences and privileges:

Conversion Rights

At the option of the holder, each Preferred Unit is convertible into common units at any time after the date of issuance. The initial conversion price is equal to the original Series A Preferred Unit issue price of $0.6811 per unit and Series B Preferred Unit issue price of $1.6659 and is subject to adjustment as disclosed in the amended and restated operating agreement. Each Preferred Unit will automatically convert into common units at an applicable conversion rate upon the earlier of (i) the sale of the Company's common units in a public offering which is not less than $3.34 per unit and which results in gross cash proceeds of at least $30 million, or (ii) the date specified by written consent or agreement of 66.67% of the outstanding Preferred Units. The Company has concluded that the embedded feature would not be accounted for separately as the economic characteristics and risks of the embedded conversion feature are clearly and closely related to the economic characteristics and risks of the host contract, the Preferred Units, given that both represent equity interests in the Company. Effective with the series C financing discussed in Note 15, the threshold for the automatic conversion on the sale of the Company's common units in a public offering increased to at least $70.0 million.

Voting Rights

The holders of Preferred Units are entitled to the same voting rights as the holders of common units, with a number of votes equal to the number of common units into which such Preferred Units could be converted. The holders of a majority of the then outstanding Preferred Units shall have the

right to vote upon any matter submitted to the shareholders for a vote. Certain matters, prior to being able to be undertaken by the Company, require the approval of 66.67% of the holders of the Preferred Units, voting as a separate class.

Dividends

The holders of Preferred Units are entitled to receive non-cumulating dividends if declared by the board of managers, at a rate of 8% of the original per unit price per annum, payable upon a liquidation event or upon redemption, in preference and priority to any payment of dividends on common units. No dividends have been declared as of December 31, 2017 and 2016.

Redemption Rights

The Preferred Units are redeemable at the option of the holders of at least 66.67% of the Preferred Units, voting together as a single class after October 1, 2019. The redemption price equals an amount per Preferred Unit of any series equal to the greater of (A) the Preference Amount, as defined in the agreement, of such series of Preferred Unit and (B) the fair market value of such series of Preferred Unit as determined in good faith by the board. As the units are redeemable, the Company records at redemption value each reporting period. The Company must, therefore, measure the fair value of the preferred units each reporting period to determine the greater of the two potential redemption values as defined above. Fair value is determined each period based on unobservable inputs and management's judgment due to the absence of quoted market prices, inherent lack of liquidity and the long-term nature of such financial instruments. The valuation is based on market approach utilizing the subject company transaction method.

Liquidation

In the event of a liquidation, dissolution or winding-up of the Company, the holders of the Preferred Units are entitled to receive, in preference to the holders of the common units and the incentive units, an amount equal to the original issue price, plus accrued but unpaid dividends. If funds are insufficient to pay the amount due, all proceeds shall be distributed ratably to the respective amounts which would otherwise be payable in respect of the units held by them upon such distribution if all amounts payable with respect to such preferred units were paid in full. After payment of all preferential amounts to the holders of Preferred Units, all remaining funds shall be distributed pro rata to the holders of common units and Preferred Units as if the units of Preferred Units had been converted to common units prior to the distribution.

Anti-Dilution Provisions

In the event that the Company makes adjustments for stock dividends, splits, combinations or other similar events or issues additional securities at a purchase price less than current Preferred Units conversion prices, the Preferred Units' conversion price shall be adjusted in accordance with weighted average formulas, as defined in the agreements.

10. Incentive Unit Plan

In the third amendment to the Company's Plan adopted in September 2017, the Company is authorized to issue up to an aggregate of 12,519,300 incentive units pursuant to the Plan. Generally, incentive units are granted at no less than fair value as determined by the board of managers, and have vesting periods ranging from one to four years.

During 2017, the Company granted 3,740,249 incentive units to employees under the Plan. The weighted average fair value of incentive units granted to employees during 2017 was $0.14 per unit.

During 2017, the Company recognized compensation expense of $185,075 relating to the issuance of employee incentive units, and at December 31, 2017, there was $317,235 of compensation expense that remains to be amortized over the vesting period.

During 2017, the Company did not grant any incentive units to consultants under the Plan. During 2017, the Company recognized compensation expense of $59,973 relating to previously issued consultant incentive units and, at December 31, 2017, there was $14,605 of compensation expense remaining to be amortized over the vesting period.

The fair value of the incentive units granted was determined using the Black-Scholes option pricing model with the following assumptions:

	2017	2016
Expected volatility	75-80%	75-80%
Expected term (years)	1.5 – 6.1	5.3 – 9.7
Risk free interest rate	1.1 – 2.1%	1.2 – 2.4%
Expected dividend yield	0%	0%
Fair value of underlying common units	$0.22	$0.22 – 0.27

The following table provides a summary of the incentive unit activity under the Plan. These amounts include incentive units granted to both employees and non-employees.

	Units	Weighted Average Fair Value
Outstanding at December 31, 2015	6,692,755	$ 0.13
Granted	3,645,015	$ 0.18
Forfeited	(370,884)	$ 0.18
Outstanding at December 31, 2016	9,966,886	$ 0.14
Granted	3,740,249	$ 0.14
Forfeited	(1,779,754)	$ 0.15
Outstanding at December 31, 2017	11,927,381	$ 0.14

At December 31, 2017, there are 6,567,534 units vested and 5,359,847 units unvested under the Plan.

11. Income Taxes

The provision (benefit) for income taxes is comprised of the following for the years ended December 31, 2017 and 2016. The Company's effective income tax rate is different from the federal statutory tax rate predominantly due to state taxes, research tax credits, incentive units, and the change in the valuation allowance.

	2017	2016
Current		
Federal	$ —	$ —
State	—	(87,409)
	—	(87,409)
Deferred		
Federal	—	—
State	—	—
	—	—
Total income tax benefit	$ —	$(87,409)

A reconciliation of the U.S. federal statutory income tax rate to the Company's effective income tax rate for the years ended December 31, 2017 and 2016 is as follows:

	2017	2016
Federal statutory rate	34.0%	34.0%
State taxes	—	(8.7)%
Federal tax rate change	(30.0)%	—
Federal research tax credit	2.7%	2.9%
Change in valuation allowance	(6.3)%	(25.7)%
Other	(0.4)%	(2.5)%
	0.0%	0.0%

Deferred income taxes represent the tax effect of transactions that are reported in different periods for financial and tax reporting purposes. Temporary differences and carryforwards that give rise to a significant portion of the deferred income tax benefits and liabilities are as follows at December 31, 2017 and 2016:

	2017	2016
Deferred income tax assets:		
Loss carryforwards	$ 10,978,713	$ 7,360,413
Deferred revenue	736,672	3,460,397
Tax credits	1,658,899	1,022,386
Other	65,714	89,955
Total deferred income tax assets	13,439,998	11,933,151
Deferred income tax liabilities		
Other	(24,079)	—
Property, equipment and leasehold improvements	(100,072)	(111,460)
Total deferred income tax liabilities	(124,151)	(111,460)
Less valuation allowance	(13,315,847)	(11,821,691)
Net deferred income tax assets	$ —	$ —

The Company has provided a valuation allowance against the full amount of the deferred tax assets since, in the opinion of management, based upon the earnings history of the Company, it is more likely than not that the benefits will not be realized. All or a portion of the remaining valuation allowance may be reduced in future years based on an assessment of earnings sufficient to utilize these potential tax benefits. The valuation allowance increased by $1.5 million in 2017 and $3.7 million in 2016 due to the increase in the net operating loss carryforwards and research and development tax credits, partially decreased by a reduction in deferred revenue.

The Company had approximately $52.3 million and $21.7 million of federal loss carryforwards as of December 31, 2017 and 2016, respectively, which expire at various dates through fiscal year 2036. The Company had approximately $1.7 million and $1.0 million of federal tax credit carryforwards as of December 31, 2017 and 2016, respectively, which expire at various dates through fiscal year 2036.

In December 2017, the United States enacted the Tax Cuts and Jobs Act (the "Act"). The Act, which is also commonly referred to as "U.S. tax reform," significantly changes U.S. corporate income tax laws by, among other provisions, reducing the maximum U.S. corporate income tax rate from 35% to 21% starting in 2018. During the year ended December 31, 2017, the Company reduced its deferred income tax asset by approximately $7.2 million as a result of the re-measurement of deferred tax assets and liabilities to the new lower statutory rate of 21%. The rate change did not result in an

income tax expense as the effect of the rate change was offset by a corresponding change in the valuation allowance.

The Company complies with the provisions of ASC 740 in accounting for its uncertain tax positions. ASC 740 addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under ASC 740, the Company may recognize the tax benefit from an uncertain tax position only if it is more likely that not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position.

The Company recognizes interest accrued related to unrecognized tax benefits and penalties in tax expense. The Company had no accruals for interest and penalties at December 31, 2017 and 2016.

The Company is required to file income tax returns in the U.S. Federal jurisdiction, and in the States of Connecticut and Massachusetts. The Company is a state franchise taxpayer in Connecticut and Massachusetts due to the Company's loss position. As a result, there is no state income tax provision included in the financial statements. The 2014 tax year forward remain subject to future examinations by the applicable taxing authorities. Arvinas, Inc. is currently under Federal tax audit for the year ended December 31, 2015. No adjustments were proposed as of December 31, 2017.

For the years ended December 31, 2017 and 2016, the Company recorded a benefit from expected cash refunds to be provided by the State of Connecticut, equal to 65% of research and development credits, of $562,385 and $435,898, respectively, which is included in Other Income in the accompanying consolidated statement of operations and comprehensive loss, due to the Company being a state franchise taxpayer. The benefit results from the exchange of the state research and development tax credit carryforwards for cash refunds. At December 31, 2017 and 2016, the Company has recorded receivables of $989,219 and $1.2 million, respectively, relating to research and development credits due to the Company.

12. Commitments and Contingencies

Lease Commitments

On December 31, 2017, the Company signed a new lease for its offices located in New Haven, Connecticut which added additional space through 2022. In addition, the Company has entered into various other equipment leases. Rental payments for the lease arrangements are payable in advance on a monthly basis. Rent expense totaled $402,897 and $347,738 for the years ended December 31, 2017 and 2016, respectively.

Future minimum annual lease payments are as follows:

2018	$ 554,091
2019	596,376
2020	596,376
2021	596,376
2022	582,011
Total	$ 2,925,230

13. Net Loss Per Common Unit and Unaudited Pro Forma Net Loss Per Share

Net Loss per Common Unit

Basic and diluted loss per common unit were calculated as follows:

	2017	2016
Net loss	$(24,049,206)	$(14,350,643)
Change in redemption value of preferred units	(4,570,431)	1,997,020
Net loss attributable to common units – basic and diluted	$(28,619,637)	$(12,353,623)
Weighted average number of common units outstanding, basic and diluted	6,167,045	6,167,045
Net loss per common unit	($ 4.64)	($ 2.00)

The Company's potential dilutive securities, which include redeemable preferred units, incentive plan units and preferred unit warrant, have been excluded from the computation of diluted net loss per common unit as the effect would be to reduce the net loss per common unit. The following common unit equivalents have been excluded from the calculations of diluted loss per common unit because their inclusion would have been antidilutive.

	2017	2016
Redeemable preferred units, as if converted to common units	47,441,154	47,441,154
Incentive units	11,927,381	9,966,886
Preferred unit warrant	110,116	110,116
	59,478,651	57,518,156

Pro Forma Net Loss Per Share

The pro forma basic and diluted net loss per share attributable to common stockholders for the year ended December 31, 2017 has been prepared to give effect to adjustments arising upon the completion of a qualified initial public offering. The pro forma net loss attributable to common stockholders used in the calculation of pro forma basic and diluted net loss per share attributable to common stockholders does not include the effects of the change in the redemption value of the preferred units because the calculation gives effect to the automatic conversion of all shares of redeemable convertible preferred units outstanding at December 31, 2017 into shares of common stock as if the proposed initial public offering had occurred on January 1, 2017.

The pro forma basic and diluted weighted average common shares outstanding used in the calculation of pro forma basic and diluted net loss per share attributable to common stockholders for the year ended December 31, 2017 has been prepared to give effect to the conversion of Arvinas LLC to a C-corporation, the conversion of common units to common stock, the conversion of preferred units to preferred stock, and upon a qualified initial public offering, to automatic conversion of all outstanding shares of redeemable preferred units into common stock as if the proposed initial public offering had occurred on January 1, 2017. Upon conversion to a C-corporation, the Company expects that the current incentive units will convert to a combination of common and restricted shares. The conversion will be dependent on a conversion ratio subject to approval by the Board of Directors at a later date. As a result, the Company cannot accurately determine the amount of common and restricted shares that will result from this conversion, for purposes of computing pro-forma EPS, and therefore has excluded the effect of incentive shares from this disclosure. Pro forma basic and diluted net loss per share attributable to common stockholders for the year ended December 31, 2017 was calculated as follows:

Net loss attributable to common units	$(28,619,637)
Change in redemption value of preferred units	4,570,431
Net loss attributable to common shares—basic and diluted	$(24,049,206)
Weighted average number of common units outstanding	6,167,045
Pro forma adjustment to reflect automatic conversion of convertible preferred stock to common stock upon the completion of the proposed initial public offering	47,441,154
Pro forma weighted average number of shares outstanding—basic and diluted	53,608,199
Net loss per common share	($ 0.45)

The following common stock equivalents, presented on an as converted basis, were excluded from the calculation of net loss per share for the year ended December 31, 2017, due to their anti-dilutive effect:

Preferred unit warrant	110,116

14. Related Parties

Dr. Craig Crews, founder of the Company and the Chief Scientific Advisor to the Company, is a common unit holder in the Company and has a consulting agreement with the Company. During the years ended December 31, 2017 and 2016, the Company paid Professor Crews $150,000 each year, related to his consulting agreement.

In July 2013, the Company entered into an exclusive license agreement, including the right to grant sublicenses, with Yale University, a common unit holder in the Company, to develop protein degradation technologies. The Company is required to pay Yale University a minimum annual License Maintenance Royalty of $75,000 until the first commercial sale of product. During the years ended December 31, 2017 and 2016, the Company paid the Office of Cooperative Research at Yale University, a common unit holder in the Company, $152,063 and $68,710, respectively, for the license maintenance royalty fee, reimbursable patent costs and sublicense fee (see Note 3).

In July 2016, the Company entered into a Corporate Sponsored Research Agreement (SRA) with Yale University, under the direction of Professor Crews, that expires in July 2018. The SRA calls for quarterly payments of $101,161 through April 2018, in exchange for performing the research on the agreed upon program and related research reports. The total payments made under the SRA for 2017

and 2016 were $404,632 and $202,321, respectively. The SRA was amended in April 2018 to extend the agreement until April 2021 and amend the scope of work. The amended SRA calls for quarterly payments of $250,000 through the end of the agreement.

15. Subsequent Events

The Company has evaluated events occurring through June 22, 2018, the date on which the financial statements were issued.

In March 2018, the Company entered into a Series C Preferred Unit Purchase Agreement (the Series C Agreement) to raise additional equity. Under the terms of the Series C Agreement, the Company sold 16,467,066 units of Series C Redeemable Convertible Preferred Units (Series C Preferred Units) for $55.0 million at a price of $3.34 per unit. The Series C Preferred Units have similar rights, preferences, and privileges as the Series A and Series B Preferred Units.

ARVINAS HOLDING COMPANY, LLC AND SUBSIDIARIES

Condensed Consolidated Balance Sheets (unaudited)

	March 31, 2018	December 31, 2017	Pro Forma March 31, 2018
Assets			
Current assets:			
Cash and cash equivalents	$ 60,830,868	$ 30,912,391	$ 60,830,868
Marketable securities	51,865,533	8,258,982	51,865,533
Account receivable	—	25,000,000	—
Other receivable	1,434,877	1,040,452	1,434,877
Prepaid expenses and other current assets	311,846	316,903	311,846
Total current assets	114,443,124	65,528,728	114,443,124
Property, equipment and leasehold improvements, net	1,814,496	1,298,881	1,814,496
Other assets:			
Deposits	20,760	20,760	20,760
Total assets	$ 116,278,380	$ 66,848,369	$ 116,278,380
Liabilities and members' equity			
Current liabilities:			
Accounts payable	$ 1,966,734	$ 596,527	$ 1,966,734
Accrued expenses	1,617,499	3,545,936	1,617,499
Deferred revenue	13,525,686	13,553,136	13,525,686
Current portion of long-term debt	163,927	159,265	163,927
Total current liabilities	17,273,846	17,854,864	17,273,846
Deferred revenue	47,464,478	48,545,625	47,464,478
Long term debt, net of current portion	108,690	151,122	108,690
Preferred unit warrant liability	247,183	50,888	247,183
Total liabilities	65,094,197	66,602,499	65,094,197
Commitments and Contingencies			
Series A redeemable convertible preferred units, no par value, at redemption value, 22,463,665 units issued and outstanding	59,528,712	19,768,025	—
Series B redeemable convertible preferred units, no par value, at redemption value, 24,977,489 units issued and outstanding	73,433,818	41,712,407	—
Series C redeemable convertible preferred units, no par value, at redemption value, 16,467,066 units issued and outstanding;	55,000,001	—	—
Members'/Stockholders' equity:			
Common units, no par value, 6,167,045 units issued and outstanding	6,167	6,167	—
Incentive units, no par value, 12,444,977 and 11,927,381 units issued as of March 31, 2018 and December 31, 2017, respectively	1,333,149	1,186,419	—
Common stock, $0.001 par value; no shares authorized, issued or outstanding as of March 31, 2018; 70,075,265 shares issued and outstanding, pro forma as of March 31, 2018	—	—	70,075
Accumulated deficit	(138,049,881)	(62,417,397)	(138,049,881)
Additional paid-in capital	—	—	189,231,772
Accumulated other comprehensive loss	(67,783)	(9,751)	(67,783)
Total members'/stockholders' equity	(136,778,348)	(61,234,562)	51,184,183
Total liabilities and members' equity	$ 116,278,380	$ 66,848,369	$ 116,278,380

See accompanying notes

ARVINAS HOLDING COMPANY, LLC AND SUBSIDIARIES

Condensed Consolidated Statements of Operations and Comprehensive Loss (unaudited)

Consolidated Statements of Operations	Three Months Ended March 31,	
	2018	2017
Revenue	$ 4,108,596	$ 1,668,861
Operating expenses:		
Research and development	7,143,817	7,056,199
General and administrative	1,246,887	929,826
Total operating expenses	8,390,704	7,986,025
Loss from operations	(4,282,108)	(6,317,164)
Other income (expenses)		
Other income, net	127,449	264
Change in fair value of preferred unit warrant	(196,295)	1,335
Interest income	211,237	83,562
Interest expense	(10,669)	(13,713)
Total other income	131,722	71,448
Loss before income taxes	(4,150,386)	(6,245,716)
Benefit from income taxes	—	—
Net loss	(4,150,386)	(6,245,716)
Change in redemption value of preferred units	(71,482,098)	—
Net loss attributable to common units	$ (75,632,484)	$ (6,245,716)
Net loss per common unit, basic and diluted	$ (12.26)	$ (1.01)
Weighted average common units outstanding, basic and diluted	6,167,045	6,167,045
Pro forma net loss per share, basic and diluted (unaudited)	$ (0.08)	
Pro forma weighted average shares outstanding, basic and diluted (unaudited)	54,157,101	

Consolidated Statements of Comprehensive Loss	Three Months Ended March 31,	
	2018	2017
Net loss	$ (4,150,386)	$ (6,245,716)
Other comprehensive gain (loss):		
Unrealized gain (loss) on available-for-sale securities	(58,032)	6,459
Comprehensive loss	$ (4,208,418)	$ (6,239,257)

See accompanying notes

ARVINAS HOLDING COMPANY, LLC AND SUBSIDIARIES

Condensed Consolidated Statements of Redeemable Preferred Units and Changes in Members' Equity (unaudited)

	Series A Redeemable Convertible Preferred		Series B Redeemable Convertible Preferred		Series C Redeemable Convertible Preferred		Common	Incentive		Accumulated	Accumulated Other Comprehensive	Total Members'	
	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Deficit	Loss	Equity
Balance at December 31, 2016	22,463,665	$15,300,002	24,977,489	$41,609,999	—	$ —	6,167,045	$ 6,167	9,966,886	$ 941,371	$ (33,797,760)	$(28,679)	$ (32,878,901)
Incentive unit-based compensation	—	—	—	—	—	—	—	—	61,270	(644)	—	—	(644)
Net loss	—	—	—	—	—	—	—	—	—	—	(6,245,716)	—	(6,245,716)
Unrealized gain on available-for-sale securities	—	—	—	—	—	—	—	—	—	—	—	6,459	6,459
Balance at March 31, 2017	22,463,665	$15,300,002	24,977,489	$41,609,999	—	$ —	6,167,045	$ 6,167	10,028,156	$ 940,727	$ (40,043,476)	$(22,220)	$ (39,118,802)
Balance at December 31, 2017	22,463,665	$19,768,025	24,977,489	$41,712,407	—	$ —	6,167,045	$ 6,167	11,927,381	$ 1,186,419	$ (62,417,397)	$ (9,751)	$ (61,234,562)
Incentive unit-based compensation	—	—	—	—	—	—	—	—	517,596	146,730	—	—	146,730
Change in redemption value of preferred units	—	39,760,687	—	31,721,411	—	—	—	—	—	—	(71,482,098)	—	(71,482,098)
Net loss	—	—	—	—	—	—	—	—	—	—	(4,150,386)	—	(4,150,386)
Issuance of Series C redeemable convertible preferred units	—	—	—	—	16,467,066	55,000,001	—	—	—	—	—	—	—
Unrealized loss on available-for-sale securities	—	—	—	—	—	—	—	—	—	—	—	(58,032)	(58,032)
Balance at March 31, 2018	22,463,665	$59,528,712	24,977,489	$73,433,818	16,467,066	$55,000,001	6,167,045	$ 6,167	12,444,977	$ 1,333,149	$ (138,049,881)	$(67,783)	$(136,778,348)

See accompanying notes

ARVINAS HOLDING COMPANY, LLC AND SUBSIDIARIES

Condensed Consolidated Statements of Cash Flows (unaudited)

	Three Months Ended March 31,	
	2018	2017
Cash flows from operating activities:		
Net loss	$ (4,150,386)	$ (6,245,716)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Amortization of debt discount	4,491	4,491
Change in fair value of preferred unit warrant	196,295	(1,335)
Depreciation and amortization	123,028	72,582
Net accretion of bond discounts/premiums	35,251	137,906
Non-cash unit based compensation	146,730	(644)
Changes in operating assets and liabilities:		
Other receivable	(394,425)	(24,246)
Account receivable	25,000,000	—
Prepaid expenses and other current assets	5,057	17,078
Accounts payable	1,370,207	1,433,859
Accrued expenses	(1,928,437)	(800,765)
Deferred revenue	(1,108,597)	(1,668,861)
Net cash provided by (used in) operating activities	19,299,214	(7,075,651)
Cash flows from investing activities:		
Purchase of marketable securities	(47,050,834)	—
Maturities of marketable securities	3,351,000	—
Sales of marketable securities	—	3,002,950
Purchase of property, equipment and leasehold improvements	(638,643)	(487,552)
Net cash provided by (used in) investing activities	(44,338,477)	2,515,398
Cash flows from financing activities:		
Repayments of long term debt	(42,261)	(39,218)
Proceeds from issuance of Series C redeemable convertible preferred units	55,000,001	—
Net cash used in financing activities	54,957,740	(39,218)
Net increase (decrease) in cash and cash equivalents	29,918,477	(4,599,471)
Cash and cash equivalents, beginning of the period	30,912,391	5,088,548
Cash and cash equivalents, end of the period	$ 60,830,868	$ 489,077
Supplemental disclosure of cash flow information:		
Cash paid for interest	$ 6,178	$ 9,222
Increase in redemption value of redeemable convertible preferred units	$ 71,482,098	$ —

See accompanying notes

ARVINAS HOLDING COMPANY, LLC AND SUBSIDIARIES

Notes to Condensed Consolidated Financial Statements (unaudited)

1. Nature of Business

Arvinas Holding Company, LLC (Arvinas LLC) has four wholly owned subsidiaries, Arvinas, Inc., Arvinas Androgen Receptor, Inc., Arvinas Estrogen Receptor, Inc. and Arvinas BRD4, Inc. (collectively, the Company). The Company is a biopharmaceutical company dedicated to improving the lives of patients suffering from debilitating and life-threatening diseases throughout the discovery, development and commercialization of therapies to degrade disease-causing proteins.

2. Summary of Significant Accounting Policies

Unaudited Interim Financial Statements

The accompanying condensed consolidated financial statements are unaudited and have been prepared by the Company in accordance with accounting principles generally accepted in the United States (U.S. GAAP) and pursuant to the rules and regulations of the Securities and Exchange Commission. The year-end condensed consolidated balance sheet data was derived from the Company's audited financial statements, but does not include all disclosures required by U.S. GAAP. These condensed consolidated financial statements should be read in conjunction with the Company's audited financial statements for the year ended December 31, 2017 appearing at the end of this prospectus. The condensed consolidated financial statements, in the opinion of management, reflect all normal and recurring adjustments necessary for a fair statement of the Company's financial position and results of operations.

During the three months ended March 31, 2018, there were no changes to the Company's significant accounting policies as described in Note 2 to the financial statements included in the Company's consolidated financial statements as of December 31, 2017 and 2016 and for the years then ended included in this Form S-1.

Unaudited Pro Forma Information

The accompanying unaudited pro forma consolidated balance sheet as of March 31, 2018 has been prepared to give effect to the conversion of Arvinas LLC to a C-corporation, all holders of common units receiving an equal number of shares of common stock in the corporation, all holders of redeemable preferred units receiving an equal number of redeemable preferred stock, and the conversion of all outstanding shares of redeemable preferred stock into 63,908,220 shares of common stock upon the closing of the Company's initial public offering (IPO). The shares of common stock and any related estimated proceeds from the IPO are excluded from the pro forma information.

3. Research Collaboration and License Agreements

In December 2017, the Company entered into a Research Collaboration and License Agreement with Pfizer, Inc. Under the terms of the agreement, the Company received an upfront non-refundable payment and certain additional payments totaling $28.0 million in the three months ended March 31, 2018 in exchange for use of the Company's technology license and to fund Pfizer-related research as defined within the agreement. These payments are being recognized as revenue over the total estimated period of performance. The Company is also eligible to receive up to an additional $802.0 million in potential option and development and sales-based milestone payments for all designated targets as well as tiered royalties based on sales.

In September 2015, the Company entered into an Option and License Agreement with Genentech, Inc. and F. Hoffman-La Roche Ltd (the Genentech Agreement). During 2015, the Company received an upfront non-refundable payment of $11.0 million in exchange for use of the Company's technology license and to fund Genentech-related research as defined within the Genentech agreement. In November 2017, the Company entered into an Amended and Restated Option, License, and Collaboration Agreement with Genentech, Inc. and F. Hoffman-La Roche Ltd (the Genentech Modification), amending the Genentech Agreement. Under the Genentech Modification, the Company received additional upfront non-refundable payments of $34.5 million to fund Genentech-related research and Genentech has the right to designate up to ten targets. Upfront non-refundable payments are recognized as revenue over the total estimated period of performance. The Company is eligible to receive up to $44.0 million per target in development milestone payments, $52.5 million per target in regulatory milestone payments and $60.0 million per target in commercial milestones based on sales thresholds as well as tiered royalties based on sales.

In April 2015, the Company had entered into a Research Collaboration and License Agreement with Merck Sharp & Dohme Corp. (the Merck Agreement). During 2015, the Company received an upfront non-refundable payment of $7 million, which is being recognized as revenue over the total estimated period of performance, in exchange for use of the Company's technology license. The Merck Agreement also provided for research program funding to support Merck-related research. The Merck Agreement expired in April 2018.

Information about contract liabilities is as follows:

	March 31, 2018	December 31, 2017
Contract liabilities	$ 60,990,164	$ 62,098,761
Revenues recognized in the period from:		
Amounts included in deferred revenue in previous periods	$ 3,932,125	$ 6,600,000

Changes in deferred revenue from December 31, 2017 to March 31, 2018 were due to billings of $3.0 million under new and modified contracts and $4.1 million of revenue recognized on the research collaboration and license agreements.

The aggregate amount of the transaction price allocated to performance obligations that are unsatisfied as of March 31, 2018 was $61.0 million, of which $13.5 million is expected to be recognized as revenue within the next twelve months.

4. Fair Value Measurements

ASC Topic 820, *Fair Value Measurements and Disclosures*, requires disclosure of the fair value of financial instruments held by the Company. ASC 825, *Financial Instruments*, defines fair value and establishes a three-level valuation hierarchy for disclosures of fair value measurement that enhances disclosure requirements for fair value measures. The three levels of valuation hierarchy are defined as follows:

Level 1—Inputs are based upon observable or quoted prices for identical instruments traded in active markets.

Level 2—Inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated

by observable market data for substantially the full term of the assets or liabilities. Our Level 2 investments consist primarily of corporate notes and bonds and U.S. government and agency securities.

Level 3—Inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option pricing models, discounted cash flow models, and similar techniques.

In determining fair value, the Company utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs to the extent possible as well as considers counterparty credit risk in its assessment of fair value.

The Company's marketable securities consist of corporate bonds and a government bond which are adjusted to fair value each balance sheet date, based on quoted prices, which are considered Level 2 inputs. The fair value of the preferred unit warrant liability is measured on a recurring basis and is considered a Level 3 instrument in the fair value hierarchy. See Note 7 for the valuation method used and significant assumptions used in the valuation.

The following is a summary of the Company's available-for-sale securities as of March 31, 2018 and December 31, 2017.

March 31, 2018

Description	Effective Maturity	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Corporate bonds	2018-2019	$ 51,931,677	—	(66,144)	$ 51,865,533

December 31, 2017

Description	Effective Maturity	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
Corporate bonds	2018	$ 8,268,732	—	$ (9,751)	$ 8,258,982

The following tables summarize the fair values and levels within the fair value hierarchy in which the fair value measurements fall for assets and liabilities measured on a recurring basis as of:

March 31, 2018

Description	Level 1	Level 2	Level 3	Total
Assets:				
Marketable securities	$ —	$ 51,865,533	$ —	$ 51,865,533
Liabilities:				
Preferred unit warrant	$ —	$ —	$ 247,183	$ 247,183

December 31, 2017

Description	Level 1	Level 2	Level 3	Total
Assets:				
Marketable securities	$ —	$ 8,258,982	$ —	$ 8,258,982
Liabilities:				
Preferred unit warrant	$ —	$ —	$ 50,888	$ 50,888

The following table presents the changes in Level 3 instruments measured on a recurring basis for the three months ended March 31, 2018 and 2017:

	Preferred Unit Warrant March 31,	
	2018	2017
Balance at beginning of period	$ 50,888	$56,759
Change in fair value	196,295	(1,335)
Balance at end of period	$247,183	$55,424

Fluctuation in the fair value of the Company's Series A redeemable convertible preferred units is the primary driver for the change in the fair value of the Preferred Unit Warrant liability. As the fair value of the Series A redeemable convertible preferred units increase, the value to the holder of the instrument generally increases. Additionally, unit price volatility is one of the significant unobservable inputs used in the fair value measurement of the Company's Preferred Unit Warrant liability. Decreases in expected volatility would generally result in a lower fair value measurement.

5. Property, Equipment and Leasehold Improvements

Depreciation expense totaled $123,028 and $72,582, for the three months ended March 31, 2018 and 2017, respectively.

6. Accrued Expenses

Accrued expenses consisted of the following at:

	March 31, 2018	December 31, 2017
Employee expenses	$ 357,045	$ 1,047,022
Research and development expenses	1,066,203	1,982,525
Professional fees and other	194,251	516,389
	$ 1,617,499	$ 3,545,936

7. Long-Term Debt

In August 2013, Arvinas, Inc. entered into a Loan Agreement (Loan) and a Stock Subscription Warrant, with Connecticut Innovations, Inc. (CII). Under the Loan, the Company can draw up to $750,000 for the purpose of purchasing laboratory equipment, information technology equipment and leasehold improvements. Leasehold improvements are limited to $100,000. Interest on the Loan is compounded on a monthly basis at a rate of 7.50% per annum and is required to be paid on a monthly basis beginning on the date of the first draw of funds for 10 months, then with principal payments beginning on June 1, 2015 and payable monthly until the maturity date of July 31, 2019. The Company has the ability to prepay the amount due at any time prior to the maturity date without premium or penalty. The Loan is secured by substantially all of the Company's assets. As of March 31, 2018, and December 31, 2017, the amount outstanding under the Loan was $301,239 and $343,500, respectively. During the three months ended March 31, 2018 and 2017, interest expense on the Loan was $6,178 and $6,960, respectively.

In connection with the issuance of the Loan, and as additional consideration, Arvinas, Inc. granted CII a warrant to purchase 110,116 shares of Arvinas, Inc. Series A Preferred Stock at a purchase price of $0.6811 per share, with a term of 7 years from the date of issuance (CII Series A Preferred Stock Warrant). Effective January 1, 2015, the CII Series A Preferred Stock Warrant was

exchanged for a warrant to purchase 110,116 units of the Company's Series A redeemable convertible preferred units (CII Series A Preferred Unit Warrant). The fair value of the CII Series A Preferred Unit Warrant of $61,796 was determined using the Black Scholes option pricing model and was recorded as a debt discount and is being amortized as non-cash interest expense over the term of the Loan. At March 31, 2018 and December 31, 2017, the total unamortized debt discount on the Loan totaled $16,479 and $19,569, respectively. Interest expense recorded related to the amortization of the debt discount in each of the three months ended March 31, 2018 and 2017 was $3,090. The Company evaluated the CII Series A Preferred Unit Warrant issued under authoritative guidance and determined that the CII Series A Preferred Unit Warrant does not meet the conditions to be classified as equity and has classified the CII Series A Preferred Unit Warrant as a liability at fair value on the accompanying balance sheets.

The fair value of the CII Series A Preferred Unit Warrant was determined using the Black-Scholes option pricing model with the following assumptions:

	March 31, 2018	December 31, 2017
Expected volatility	70%	100%
Expected term (years)	2.42	2.67
Risk free interest rate	2.33%	1.91%
Expected dividend yield	0%	0%
Fair value of underlying Series A redeemable convertible preferred units	$ 2.94	$ 0.98

Effective January 1, 2015, the CII Series A Preferred Stock Warrant was exchanged for a warrant to purchase 110,116 units of the Company's Series A redeemable convertible preferred units (CII Series A Preferred Unit Warrant).

Anticipated future minimum payments on long-term debt, excluding the discount on debt of $16,479, for the years ending December 31 are:

2018	$131,629
2019	169,610
Total	$301,239

In January 2014, Arvinas, Inc. entered into an Assistance Agreement with the State of Connecticut (Assistance Agreement). Under the terms of the Assistance Agreement, the Company could borrow from the State of Connecticut if it meets minimum financing criteria and creates a minimum number of full time jobs in the State of Connecticut in three separate tranches. Each of the three tranches were forgivable if the Company maintained a minimum number of full time jobs in the State of Connecticut for a minimum period at the minimum annual salary as defined in the Assistance Agreement. The Assistance Agreement requires that the Company be located in the State of Connecticut through January 2024 with a default penalty of repayment of the full original funding amount of $2.5 million plus liquidated damages of 7.5%. Each of the three tranches was forgiven and, in the period forgiven, the amount forgiven was recorded as a component of other income, as it is reasonably assured that the Company will comply with the location requirement.

8. Incentive Unit Plan

In the Fourth Amendment to the Company's Plan adopted in March 2018, the Company is authorized to issue up to an aggregate of 20,148,300 incentive units pursuant to the Plan. Generally, incentive units are granted at no less than fair value as determined by the board of managers, expire no later than ten years from the date of grant, and have vesting periods ranging from one to four years.

During the three months ended March 31, 2018, the Company granted 517,596 incentive units to employees and directors under the Plan. The weighted average fair value of incentive units granted to employees in the three months ended March 31, 2018 was $0.20 per unit.

During the three months ended March 31, 2018, the Company recognized compensation expense of $90,952 relating to the issuance of employee and director incentive units, and at March 31, 2018, there was $327,784 of compensation expense that remains to be amortized over the vesting period.

During the three months ended March 31, 2018, the Company did not grant any incentive units to consultants under the Plan. During the three months ended March 31, 2018, the Company recognized compensation expense of $55,778 relating to previously issued consultant incentive units and, at March 31, 2018, there was $12,347 of compensation expense remaining to be amortized over the vesting period.

The fair value of the incentive common units granted during the three months ended March 31, 2018 and 2017 was determined using the Black-Scholes option pricing model with the following assumptions:

	March 31, 2018	March 31, 2017
Expected volatility	66%	76-78%
Expected term (years)	5.6 – 6.0	1.5 – 6.1
Risk free interest rate	2.5 – 2.6%	1.1 – 2.1%
Expected dividend yield	0%	0%
Fair value of underlying common units	$ 0.33	$ 0.22

The following table provides a summary of the incentive unit activity under the Plan in the three months ended March 31, 2018. These amounts include incentive units granted to employees, directors and consultants.

	Units	Weighted Average Fair Value
Outstanding at December 31, 2017	11,927,381	$ 0.14
Granted	517,596	$ 0.20
Outstanding at March 31, 2018	12,444,977	$ 0.15

At March 31, 2018, there are 7,279,696 units vested and 5,165,281 units unvested under the Plan.

9. Income Taxes

The Company's effective tax rate was 0.0% for the three months ended March 31, 2018 and March 31, 2017. The primary reconciling items between the federal statutory rate of 21.0% and 34% for the three months ended March 31, 2018 and 2017, respectively, and the Company's overall effective tax rate of 0.0% was the effect of the valuation allowance recorded against the full amount of its net deferred tax assets.

Valuation allowance is established when it is more likely than not that some portion or all of a deferred tax asset will not be realized. The realization of deferred tax assets depends on the generation of future taxable income during the period in which related temporary differences become deductible.

The Company is subject to tax in the U.S. Federal jurisdiction as well as well as the states of Connecticut and Massachusetts. The Company pays franchise tax in the states mentioned above due to its loss position. As a result, there is no state income tax provision recorded for the three months ended March 31, 2018 and March 31, 2107.

The federal income tax return for the year ended December 31, 2015 is currently under audit by the Internal Revenue Service. Management does not expect any material changes as a result of the audit.

10. Net Loss Per Common Unit and Pro Forma Net Loss Per Share

Net Loss per Common Unit

Basic and diluted loss per common unit were calculated as follows:

	Three Months Ended March 31,	
	2018	2017
Net loss	$ (4,150,386)	$ (6,245,716)
Change in redemption value of preferred units	(71,482,098)	—
Net loss attributable to common units—basic and diluted	$ (75,632,484)	$ (6,245,716)
Weighted average number of common units outstanding, basic and diluted	6,167,045	6,167,045
Net loss per common unit	($ 12.26)	($ 1.01)

The Company's potential dilutive securities have been excluded from the computation of diluted net loss per common unit as the effect would be to reduce the net loss per common unit. The following common unit equivalents have been excluded from the calculations of diluted loss per common unit because their inclusion would have been antidilutive for the three months ended March 31:

	2018	2017
Redeemable convertible preferred units, as if converted to common units	63,908,220	47,441,154
Incentive units	12,444,977	10,028,156
Preferred unit warrant	110,116	110,116
	76,463,313	57,579,426

Pro Forma Net Loss Per Share

The pro forma basic and diluted net loss per share attributable to common stockholders for the three months ended March 31, 2018 has been prepared to give effect to adjustments arising upon the completion of a qualified initial public offering. The pro forma net loss attributable to common stockholders used in the calculation of pro forma basic and diluted net loss per share attributable to common stockholders does not include the effects of the change in the redemption value of the redeemable convertible preferred units because the calculation gives effect to the automatic conversion of all shares of redeemable convertible preferred units outstanding at March 31, 2018 into shares of common stock as if the proposed initial public offering had occurred on the later of January 1, 2017 or the issuance date of the redeemable convertible preferred unit.

The pro forma basic and diluted weighted average common shares outstanding used in the calculation of pro forma basic and diluted net loss per share attributable to common stockholders for the three months ended March 31, 2018 has been prepared to give effect to the conversion of Arvinas

LLC to a C-corporation, the conversion of common units to common stock, the conversion of redeemable preferred units to redeemable preferred stock and, upon a qualified initial public offering, the automatic conversion of all outstanding shares of redeemable preferred stock into common stock as if the proposed initial public offering had occurred on the later of January 1, 2017 or the issuance date of the redeemable preferred units. Upon conversion to a C-corporation, the Company expects that the current incentive units will convert to a combination of common and restricted shares. The conversion will be dependent on a conversion ratio subject to approval by the Board of Directors at a later date. As a result, the Company cannot accurately determine the amount of common and restricted shares that will result from this conversion, for purposes of computing pro-forma EPS, and therefore has excluded the effect of incentive shares from this disclosure. Pro forma basic and diluted net loss per share attributable to common stockholders for the three months ended March 31, 2018 was calculated as follows:

Net loss attributable to common units	$ (75,632,484)
Change in redemption value of preferred units	71,482,098
Net loss attributable to common shares—basic and diluted	$ (4,150,386)
Weighted average number of common units outstanding	6,167,045
Pro forma adjustment to reflect automatic conversion of redeemable convertible preferred units to common stock upon the completion of the proposed initial public offering	47,990,056
Pro forma weighted average number of shares outstanding—basic and diluted	54,157,101
Net loss per common share	$ 0.08

The following common stock equivalents, presented on an as converted basis, were excluded from the calculation of net loss per share for the three months ended March 31,2018, due to their anti-dilutive effect:

Preferred unit warrant	110,116

11. Related Parties

Dr. Craig Crews, founder of the Company and the Chief Scientific Advisor to the Company, is a common unit holder in the Company and has a consulting agreement with the Company. During each of the three months ended March 31, 2018 and 2017, the Company paid Professor Crews $37,500 related to his consulting agreement.

During the three months ended March 31, 2018, the Company also paid Yale University, a common unit holder in the Company, $7,224 for reimbursable patent costs. There were no similar costs for the three months ended March 31, 2017.

In July 2016, the Company entered into a Corporate Sponsored Research Agreement (SRA) with Yale University, under the direction of Professor Crews, that expires in July 2018. The SRA calls for quarterly payments of $101,161 through April 2018, in exchange for performing the research on the agreed upon program and related research reports. The total payments made under the SRA for each of the three months ended March 31, 2018 and 2017 were $101,161. The SRA was amended in April 2018 to extend the agreement until April 2021 and amend the scope of work. The amended SRA calls for quarterly payments of $250,000 through the end of the agreement.

12. Subsequent Events

The Company has evaluated events occurring through June 22, 2018, the date on which the interim financial statements were issued.

SHARES OF COMMON STOCK

Goldman Sachs & Co. LLC **Citigroup** **Piper Jaffray**

Until , 2018 (25 days after 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 obligation of dealers to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth 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 estimates except the Securities and Exchange Commission's registration fee, the Financial Industry Regulatory Authority, Inc. filing fee and the Nasdaq listing fee.

	Amount
Securities and Exchange Commission registration fee	*
Financial Industry Regulatory Authority, Inc. filing fee	*
Nasdaq 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 fees and expenses	*
Total expenses	$ *

* To be filed by amendment.

Item 14. Indemnification of Directors and Officers.

Section 102 of the Delaware General Corporation Law permits a corporation to eliminate the personal liability of its directors or its stockholders for monetary damages for a breach of fiduciary duty as a director, except where the director breached his or her 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. Our certificate of incorporation provides that no director shall be personally liable to us or our stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability, except to the extent that the Delaware General Corporation Law prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty.

Section 145 of the General Corporation Law of the State of Delaware 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 or she 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 or she 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 or her 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.

Our restated certificate of incorporation that will be effective upon the closing of the offering provides that we will indemnify each person who was or is a party or threatened to be made a party to

any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of us) by reason of the fact that he or she is or was, or has agreed to become, our director or officer, or is or was serving, or has agreed to serve, at our request as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise (all such persons being referred to as an "Indemnitee"), or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding and any appeal therefrom, if such Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, our best interests, and, with respect to any criminal action or proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. Our restated certificate of incorporation that will be effective upon the closing of the offering also provides that we will indemnify any Indemnitee who was or is a party to an action or suit by or in the right of us to procure a judgment in our favor by reason of the fact that the Indemnitee is or was, or has agreed to become, our director or officer, or is or was serving, or has agreed to serve, at our request as a director, officer, partner, employee or trustee of, or in a similar capacity with, another corporation, partnership, joint venture, trust or other enterprise, or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including attorneys' fees) and, to the extent permitted by law, amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding, and any appeal therefrom, if the Indemnitee acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, our best interests, except that 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 us, unless a court determines that, despite such adjudication but in view of all of the circumstances, he or she is entitled to indemnification of such expenses. Notwithstanding the foregoing, to the extent that any Indemnitee has been successful, on the merits or otherwise, he or she will be indemnified by us against all expenses (including attorneys' fees) actually and reasonably incurred by him or her or on his or her behalf in connection therewith. If we do not assume the defense, expenses must be advanced to an Indemnitee under certain circumstances.

We intend to enter into indemnification agreements with all of our directors and executive officers prior to the completion of this offering. In general, these agreements will provide that we will indemnify the director or executive officer to the fullest extent permitted by law for claims arising in his or her capacity as a director or officer of our company or in connection with their service at our request for another corporation or entity. The indemnification agreements will also provide for procedures that will apply in the event that a director or executive officer makes a claim for indemnification and establish certain presumptions that are favorable to the director or executive officer.

We maintain a general liability insurance policy which covers certain liabilities of our directors and officers arising out of claims based on acts or omissions in their capacities as directors or officers.

The underwriting agreement we will enter into in connection with the offering of common stock being registered hereby provides that the underwriters will indemnify, under certain conditions, our directors and officers (as well as certain other persons) against certain liabilities arising in connection with such offering.

Insofar as the forgoing provisions permit indemnification of directors, executive officers, or persons controlling us for liability arising under the Securities Act of 1933, as amended, or the Securities Act, 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.

Item 15. Recent Sales of Unregistered Securities.

Prior to the effectiveness of this registration statement, we will complete transactions pursuant to which we will convert from a Delaware limited liability company, or Arvinas LLC, into a Delaware

corporation, which we refer to as the Conversion. In connection with the Conversion, the series A preferred units of Arvinas LLC will be converted into shares of series A preferred stock, the series B preferred units of Arvinas LLC will be converted into shares of series B preferred stock, the series C preferred units of Arvinas LLC will be converted into shares of series C preferred stock, the common units of Arvinas LLC will be converted into shares of common stock and, if such outstanding common units are incentive units subject to time-based vesting at the time of the Conversion, the resulting shares of common stock will continue to be subject to time-based vesting to the same extent as such outstanding common shares were subject to time-based vesting prior to the Conversion. Upon the consummation of this offering, all shares of series A preferred stock, series B preferred stock and series C preferred stock will be converted into shares of common stock. Additionally, if not previously exercised or exchanged for a warrant to purchase common stock, an outstanding warrant to purchase series A preferred units of Arvinas LLC will be exercised in connection with the Conversion.

Set forth below is information regarding our preferred units and incentive units issued by us within the past three years that were not registered under the Securities Act of 1933, as amended, or the Securities Act. Also included is the consideration, if any, received by us for such units and information relating to the section of the Securities Act, or rule of the Securities and Exchange Commission, under which exemption from registration was claimed.

(a) Issuance of preferred units

In March 2018, we issued and sold an aggregate of 16,467,066 shares of our series C preferred units to investors at a price per share of $3.34, for an aggregate purchase price of $55,000,000.44.

In October 2015, we issued and sold an aggregate of 24,977,489 shares of our series B preferred units to investors at a price per share of $1.6659, for an aggregate purchase price of $41,609,998.93.

No underwriters were involved in the foregoing issuances of securities. The securities described in this paragraph (a) of Item 15 were issued to accredited investors in reliance upon the exemption from the registration requirements of the Securities Act, as set forth in Section 4(a)(2) or Regulation D under the Securities Act, relating to transactions by an issuer not involving any public offering.

(b) Issuance of incentive units

From January 1, 2015 through June 21, we have issued an aggregate of 17,902,282 incentive units pursuant to our Incentive Share Plan.

The incentive unit grants described in this paragraph (b) of Item 15 were issued pursuant to written compensatory plans or arrangements with our employees, directors and consultants, in reliance on the exemption provided by Rule 701 promulgated under the Securities Act, or pursuant to Section 4(a)(2) under the Securities Act, relating to transactions by an issuer not involving any public offering. All recipients either received adequate information about us or had access, through employment or other relationships, to such information.

Item 16. Exhibits and Financial Statement Schedules.

Exhibit Number	Description of Exhibit
1.1*	Underwriting Agreement
2.1*	Form of Plan of Conversion
3.1	Second Amended and Restated Operating Agreement among the Registrant and the other parties thereto, dated March 29, 2018
3.2*	Form of Certificate of Incorporation of the Registrant (to be effective immediately prior to effectiveness of this registration statement)
3.3*	Form of Bylaws of the Registrant (to be effective immediately prior to effectiveness of this registration statement)
3.4*	Form of Restated Certificate of Incorporation of the Registrant (to be effective upon the closing of this offering)
3.5*	Form of Amended and Restated Bylaws of the Registrant (to be effective upon the closing of this offering)
4.1*	Specimen Stock Certificate evidencing the shares of common stock
4.2*	Form of Registration Rights Agreement among the Registrant and the other parties thereto
4.3*	Second Amended and Restated Put Agreement among the Registrant, Connecticut Innovations, Incorporated and the other parties thereto, dated March 29, 2018
5.1*	Opinion of Wilmer Cutler Pickering Hale and Dorr LLP
10.1	Incentive Share Plan, as amended by First Amendment, dated October 16, 2015, Second Amendment, dated December 22, 2016, Third Amendment, dated September 8, 2017, and Fourth Amendment, dated March 29, 2018
10.2	Form of Incentive Share Award Agreement under Incentive Share Plan
10.3*	2018 Stock Incentive Plan
10.4*	Form of Incentive Stock Option Agreement under 2018 Stock Incentive Plan
10.5*	Form of Nonstatutory Stock Option Agreement under 2018 Stock Incentive Plan
10.6	Lease Agreement between Science Park Development Corporation and Arvinas, Inc., dated December 31, 2017, as amended by First Amendment to Lease, dated May 23, 2018
10.7†	License Agreement between Yale University and Arvinas, Inc., dated July 5, 2013, as amended by Amendment No. 1, dated May 8, 2014, Amendment No. 2, dated October 23, 2014, and Letter Amendment Number 3, dated April 1, 2015
10.8	Amended and Restated Consulting Agreement between Craig Crews and Arvinas, Inc., dated October 16, 2015
10.9†	Corporate Sponsored Research Agreement between Yale University and Arvinas, Inc., dated July 1, 2016, as amended by Amendment No. 1, dated April 1, 2018
10.10†	Amended and Restated License and Option Agreement among Genentech, Inc., F. Hoffmann-La Roche Ltd and Arvinas, Inc., dated November 8, 2017
10.11†	Research Collaboration and License Agreement between Pfizer Inc. and Arvinas, Inc., dated December 22, 2017

Exhibit Number	Description of Exhibit
10.12†	Sponsored Research Agreement between The Silverstein Foundation for Parkinson's with GBA and Arvinas, Inc., dated March 7, 2018
21.1	Subsidiaries of the Registrant
23.1*	Consent of Deloitte & Touche, LLP, independent registered public accounting firm.
23.2*	Consent of Wilmer Cutler Pickering Hale and Dorr LLP (included in Exhibit 5.1)
24.1	Power of Attorney (included on signature page)

* To be filed by amendment.
† Confidential treatment requested as to portions of the exhibit. Confidential materials omitted and filed separately with the Securities and Exchange Commission.

Item 17. Undertakings.

(a) The undersigned registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreements, certificates in such denominations and registered in such names as required by the underwriter to permit prompt delivery to each purchaser.

(b) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

(c) The undersigned registrant hereby undertakes that:

(1) For purposes of determining any liability under the Securities Act of 1933, 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 of 1933, 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.

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SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New Haven, State of Connecticut, on this day of , 2018.

ARVINAS HOLDING COMPANY, LLC

By: _____

John Houston, Ph.D.
Chief Executive Officer

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SIGNATURES AND POWER OF ATTORNEY

We, the undersigned officers and directors of Arvinas Holding Company, LLC, hereby severally constitute and appoint John Houston, Sean Cassidy and Matthew Batters, and each of them singly (with full power to each of them to act alone), our true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution in each of them for him and in his name, place and stead, and in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement (or any other registration statement for the same offering that is to be effective upon filing pursuant to Rule 462(b) under the Securities Act of 1933), and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as full to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities held on the dates indicated.

Signature	Title	Date
John Houston, Ph.D.	President, Chief Executive Officer and Director (principal executive officer)	, 2018
Sean Cassidy	Chief Financial Officer (principal financial and accounting officer)	, 2018
Timothy Shannon, M.D., Ph.D.	Chairman of the Board of Directors	, 2018
Andrew Levin, M.D., Ph.D.	Director	, 2018
Jakob Loven, Ph.D.	Director	, 2018
Brad Margus	Director	, 2018
Kush Parmar, M.D., Ph.D.	Director	, 2018
Liam Ratcliffe, M.D., Ph.D.	Director	, 2018
E. Jonathan Soderstrom, Ph.D.	Director	, 2018
Stephen Squinto, Ph.D.	Director	, 2018

ARVINAS HOLDING COMPANY, LLC

SECOND AMENDED AND RESTATED OPERATING AGREEMENT

DATED AS OF MARCH 29, 2018

A LIMITED LIABILITY COMPANY ORGANIZED UNDER THE DELAWARE LIMITED LIABILITY COMPANY ACT

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ARVINAS HOLDING COMPANY, LLC

Second Amended and Restated Operating Agreement

This Second Amended and Restated Operating Agreement, dated as of March 29, 2018 (as amended from time to time in accordance with the terms hereof, this "***Agreement***"), is by and among Arvinas Holding Company, LLC, a Delaware limited liability company (the "***LLC***"), and the persons identified as the Members on Schedule A attached hereto (such persons and their respective successors and permitted assigns being hereinafter referred to individually as a "***Member***" or collectively as the "***Members***"), as such Schedule A may hereinafter be amended.

WHEREAS, the LLC and certain Members are party to that certain Amended and Restated Operating Agreement dated as of October 16, 2015 (the "***Existing Agreement***");

WHEREAS, pursuant to that certain Series C Preferred Share Purchase Agreement, dated as of the date hereof (as amended from time to time, the "***Purchase Agreement***"), by and among the LLC and certain of the Members, the LLC has agreed to sell and issue its Series C Preferred Shares to such Members; and

WHEREAS, as an inducement for such Members to enter into the Purchase Agreement, the parties signatory hereto desire to amend and restate the Existing Agreement in its entirety as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties hereto hereby agree as follows:

ARTICLE I - Organization and Powers

1.01 Organization. The LLC has been formed by the filing of its Certificate of Formation (as amended from time to time, the "***Certificate of Formation***") on December 9, 2014 with the Delaware Secretary of State pursuant to the Delaware Limited Liability Company Act (as amended from time to time, the "***Act***"). The rights and obligations of the LLC and the Members shall be provided in the Act, the Certificate of Formation and this Agreement.

1.02 Purposes and Powers. Unless the Board of Managers of the LLC (the "***Board***") otherwise determines, the LLC shall have authority to engage in any lawful business, purpose or activity permitted by the Act, and it shall possess and may exercise all of the powers and privileges granted by the Act, so far as such powers or privileges are necessary or convenient to the conduct, promotion or attainment of the business purposes or activities of the LLC. The principal purpose of the LLC is to hold equity interests in operating subsidiaries and to manage and dispose of such equity interests and the LLC shall use commercially reasonable efforts to conduct its affairs in a manner that does not cause any Member to have any "unrelated business taxable income" (as that term is defined in Section 512 of the Internal Revenue Code of 1986, as amended (the "***Code***")) or any item of gross income that would be included in determining such Member's unrelated business taxable income. The LLC shall use commercially reasonable efforts to not engage in any activity that would cause a Member or any indirect owner thereof that is not a United States person within the meaning of Code Section 7701(a)(30) to recognize,

solely as a result of its status as a Member of the LLC, income that is "effectively connected with the conduct of a trade or business within the United States" within the meaning of Code Section 864(c) or acquire any interest that would be treated as a "United States real property interest" within the meaning of Code Section 897(c) at the time of its acquisition by the LLC. In making any determination as to whether an activity that would cause such Member or indirect owner thereof to recognize income that is "effectively connected with the conduct of a trade or business within the United States" within the meaning of Code Section 864(c), the LLC may rely upon the advice of tax counsel experienced in the field.

1.03 Term. The term of the LLC began upon the acceptance of the Certificate of Formation by the Delaware Secretary of State and shall continue in existence in perpetuity unless its existence is sooner terminated pursuant to the Act and this Agreement.

1.04 Registered Office and Registered Agent. The initial registered office of the LLC in the State of Delaware shall be located at 251 Little Falls Drive, in the City of Wilmington, County of New Castle, Delaware 19808 and the name of the LLC's initial registered agent in the State of Delaware at such address shall be Corporation Service Company. The Board may change the registered office or registered agent at any time by filing the address of the new registered office and/or the name of the new registered agent with the Delaware Secretary of State pursuant to the Act.

1.05 Principal Place of Business. The initial principal office and place of business of the LLC shall be 5 Science Park, 395 Winchester Avenue, New Haven, CT 06511. The Board may change the principal office or place of business of the LLC at any time and may cause the LLC to establish other offices or places of business.

1.06 Fiscal Year. Except as otherwise provided by the Code, the fiscal year of the LLC shall end on December 31st in each year or such other date as the Board may determine from time to time.

1.07 Qualification in Other Jurisdictions. The Board shall cause the LLC to be qualified or registered under applicable laws of any jurisdiction in which the LLC transacts business and shall be authorized to execute, deliver and file any certificates and documents necessary to effect such qualification or registration including, without limitation, the appointment of agents for service of process in such jurisdictions.

1.08 Partnership Classification. It is the intention of the parties hereto that the LLC be treated as a partnership for federal income tax purposes as defined in Section 7701 of the Code.

1.09 Designation of Partnership Representative. Sean Cassidy (or such other person as shall be selected by the Board) is hereby designated as the "partnership representative" (the "***Partnership Representative***") as provided in Code Section 6223(a) (as amended by the Bipartisan Budget Act of 2015 ("***BBA***")). The Partnership Representative is specifically directed and authorized to take whatever steps he, she or it, in his, her or its sole discretion, deems necessary or desirable to perfect such designation including, without limitation, filing any forms or documents with the Internal Revenue Service and taking such other action as may from time to time be required under Treasury Regulations. The Board may, in its discretion, change the Partnership Representative at any time and from time to time. The Partnership Representative

shall act at the direction of the Board. The Board shall determine whether the LLC (either on its own behalf or on behalf of the Members) will contest or continue to contest any tax deficiencies assessed or proposed to be assessed by the Internal Revenue Service or any other taxing authority. The Partnership Representative shall manage administrative tax proceedings conducted at the LLC level by the Internal Revenue Service with respect to LLC matters, and shall deal with the Internal Revenue Service on any audits that are subject to the partnership audit provisions of the BBA. Each Member agrees that such Member will not independently act with respect to tax audits or tax litigation of the LLC unless previously authorized to do so in writing by the Partnership Representative, which authorization may be withheld by the Partnership Representative, at the direction of the Board. Members shall be bound by the actions taken by the Partnership Representative in accordance with this section. Expenses of administrative proceedings relating to the determination of LLC items at the LLC level undertaken by the Partnership Representative shall be LLC expenses. Without limiting the generality of the foregoing, at the direction of the Board, the Partnership Representative shall have the sole and exclusive authority to make any elections on behalf of the LLC permitted to be made pursuant to Section 754 or any other section of the Code or the regulations promulgated thereunder. In the event of an audit of the LLC that is subject to the partnership audit procedures enacted under Section 1101 of the BBA (the "***BBA Procedures***"), at the direction of the Board, the Partnership Representative shall have the right to make any and all elections and to take any actions that are available to be made or taken by the Partnership Representative or the LLC under the BBA Procedures. If an election under Code Section 6226(a) (as amended by the BBA) is made, the LLC shall furnish to each Member for the year under audit a statement of the Member's share of any adjustment set forth in the notice of final partnership adjustment, and each Member shall take such adjustment into account as required under Code Section 6226(b) (as amended by the BBA). The Partnership Representative shall, at the LLC's expense, file or cause to be filed all tax returns of the LLC with the appropriate tax authorities.

ARTICLE II - Members

2.01 Members.

(a) The Members and their addresses are listed on Schedule A attached hereto and such Schedule A shall be amended from time to time by the Board to reflect the withdrawal of Members and the admission of additional Members, in each case, pursuant to the terms of this Agreement. The Members shall constitute a single class or group of members of the LLC for all purposes of the Act, unless otherwise expressly provided herein. The LLC will, upon written request of a Member, provide promptly, but in any event within five (5) business days, to such Member the most recently amended Schedule A, which shall constitute the record list of the Members for all purposes of this Agreement.

(b) Each Member hereby severally and not jointly represents and warrants to the LLC that (i) such Member has all requisite power and authority to execute, deliver and perform such Member's obligations under this Agreement, (ii) all action on the part of such Member and, as applicable, its directors, officers, managers, members, partners and stockholders, necessary for the authorization, execution, delivery and performance of all obligations of such Member under this Agreement has been taken, (iii) this Agreement constitutes the valid and legally binding obligation of such Member and is enforceable against such Member in

accordance with its terms except (A) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other laws of general application affecting enforcement of creditors' rights generally or by equitable principles, (B) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies and (C) to the extent that the enforceability of indemnification provisions may be limited by applicable laws, (iv) such Member understands that its equity interests in the LLC have not been registered under the securities laws of any jurisdiction and cannot be disposed of unless they are subsequently registered and/or qualified under applicable securities laws and the provisions of this Agreement have been complied with, (v) the authorization, execution, delivery and performance of all obligations of such Member under this Agreement do not require such Member to obtain any consent or approval that has not been obtained and do not contravene or result in a default under any provision of any existing law or regulation applicable to such Member, any provision of such Member's charter, by-laws or other governing documents (if applicable) or any agreement or instrument to which such Member is a party or by which such Member is bound and (vi) such Member has been furnished with such documents, materials and information as he, she or it deems necessary or appropriate for evaluating whether to execute this Agreement, such Member has had the opportunity to ask questions of, and receive answers from, the managers and officers of the LLC, and persons acting on the LLC's behalf, concerning the terms and conditions of the transactions contemplated by this Agreement and such Member acknowledges and agrees that no representations or warranties have been made to such Member by the LLC or any of its managers, officers, agents, employees or Affiliates (as hereinafter defined) and that in entering into this Agreement such Member is not relying upon information other than that contained in this Agreement and the results of such Member's own independent investigation. "***Affiliate***" means, as applied to the LLC or any other specified person, any person directly or indirectly controlling, controlled by or under direct or indirect common control with the LLC or such other specified person, including, without limitation, any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management company with, other equityholders, partners (including partners and affiliated partnerships managed by the same management company or managing (general) partner or by any Person that is an Affiliate with such management company or managing (general) partner), members and a trust for the benefit of such other equityholders of such other specified person, and shall also include, in the case of a specified person who is an individual, any Family Member (as defined in Section 12.02) of such person.

2.02 Admission of New Members. Additional persons may be admitted to the LLC as Members in accordance with the terms of this Agreement and upon such other terms as are established by the Board. New Members shall be admitted in accordance with the terms of this Agreement and at the time when all conditions to their admission have been satisfied, as determined by the Board, and their names and addresses have been added to Schedule A attached hereto.

2.03 Meetings of Members.

(a) Notice of Meetings. Regular meetings of Members shall not be held; however, special meetings of Members shall be held at such times as the Members, individually or collectively owning twenty-five percent (25%) or more of the Voting Shares (as defined below), or the Board may request. A written notice stating the place, date and hour of all

meetings of Members shall be given by the Secretary (or other person authorized by the Board) not less than ten (10) nor more than sixty (60) days before the meeting to each Member entitled to vote thereat and to each Member who, under this Agreement, is entitled to such notice by delivering such notice to such Member in accordance with Section 16.02. Notice need not be given to a Member if a written waiver of notice is executed before or after the meeting by such Member or if such Member attends the meeting in question, unless such attendance was for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

(b) Quorum. The holders of at least a majority of Voting Shares outstanding and entitled to vote at a meeting shall constitute a quorum; provided, however, that if the vote of a separate class and/or a larger vote of Shares (as defined below) is required by this Agreement or otherwise, then the vote of such separate class or such vote of a larger number of such Shares, as the case may be, that are outstanding shall constitute a quorum for such purpose. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present.

(c) Voting and Proxies. Members shall have one vote for each Common Share (as defined below) owned by them of record according to the books of the LLC unless otherwise provided by law or by this Agreement. In accordance with Section 4.04 hereof, in addition to any special class or series voting rights provided in this Agreement or under the Act, the holder of each Preferred Share (as defined below) shall have the right to one vote for each Common Share into which such Preferred Share could then be converted. Notwithstanding anything to the contrary in this Agreement, no Incentive Member (as defined below) shall be entitled to any voting, consent or approval rights with respect to the Incentive Shares (as defined below) held by such Incentive Member. Members may vote either in person or by written proxy, but no proxy shall be voted or acted upon after ten (10) years from its date, unless the proxy provides for a longer period. Proxies shall be filed with the Secretary of the meeting, or of any adjournment thereof. Except as otherwise limited therein, proxies shall entitle the persons authorized thereby to vote at any adjournment of such meeting. A proxy purporting to be executed by or on behalf of a Member shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger.

(d) Action at Meeting. When a quorum is present, any matter before the meeting shall be decided by vote of the holders of at least a majority of the Voting Shares voting on such matter except where a larger vote or separate class vote is required by law or by this Agreement. The LLC shall not vote any of its own Shares.

(e) Action without a Meeting. Any action required or permitted by law to be taken at any meeting of Members may be taken without a meeting and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding Voting Shares 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 Voting Shares were present and voted. Prompt written notice of the taking of the action without a meeting by less than unanimous written consent shall be given to those holders of Voting Shares who have not consented in writing.

(f) Conference Communications. Members may participate in meetings of Members by means of conference telephone or similar communications equipment by means of which all Members participating in the meeting can hear each other, and participation in a meeting in accordance herewith shall constitute presence in person at such meeting.

2.04 Voting Rights. Unless otherwise required by the Act or this Agreement, all actions, approvals and consents to be taken or given by the Members under the Act, this Agreement or otherwise shall require the affirmative vote or written consent of Members holding at least a majority of the Common Shares (determined in accordance with Section 2.03(c)) entitled to vote pursuant to this Agreement (the "***Voting Shares***"); provided, however, that the actions set forth in Section 4.05 shall require the affirmative vote or written consent of the Requisite Preferred Holders (as defined below). Incentive Shares shall not be Voting Shares. For avoidance of doubt, any requisite vote or consent of the holders of Voting Shares as used in this Agreement means the vote or consent of such requisite number of Common Shares assuming the conversion of all Preferred Shares into Common Shares in accordance with Section 4.03.

2.05 Limitation of Liability of Members; Indemnity.

(a) No Member, solely in his, her or its capacity as a Member, shall be obligated personally for any debt, obligation or liability of the LLC or of any other Member, whether arising in contract, tort or otherwise except as required under the Act or for the obligations that such Member has expressly agreed in writing to provide indemnity or has otherwise guaranteed any obligation of the LLC or any subsidiary of the LLC. No Member, solely in his, her or its capacity as a Member, shall have any duty to the LLC, any other Member or any other person under this Agreement, applicable law or otherwise except for the obligations that such Member has expressly agreed in writing to provide indemnity or has otherwise guaranteed any obligation of the LLC or any subsidiary of the LLC and except for the express obligations of such Member set forth in this Agreement. To the fullest extent permitted by the Act, all fiduciary and other duties of each Member, solely in his, her or its capacity as a Member, to the LLC, any other Member or any other person under this Agreement, applicable law or otherwise are expressly eliminated other than the obligations that such Member has expressly agreed in writing to provide indemnity or has otherwise guaranteed any obligation of the LLC or any subsidiary of the LLC and except for the express obligations of such Member set forth in this Agreement, and each party hereto hereby agrees that such elimination of such fiduciary and other duties is reasonable. Without limiting the generality of the foregoing, in the event that a holder of Preferred Shares (such holder, an "***Investor***" and all such holders, the "***Investors***") acquires knowledge of a potential transaction or matter that may be a business opportunity for such holder or an Affiliate of such holder, such holder shall not have a duty to communicate or offer such business opportunity to the LLC or be liable to the LLC or its Members or creditors or any other person for breach of any duty as a Member by reason of the fact that such holder pursues or acquires such business opportunity for such holder or an Affiliate, directs such business opportunity to another person, or does not communicate information regarding, or offer, such business opportunity to the LLC.

(b) No Member shall have any responsibility to restore any negative or deficit balance in its Capital Account (as defined in Section 9.01) or to contribute to or in respect of the liabilities or obligations of the LLC or to return distributions made by the LLC except as required by the Act or other applicable law. The failure of the LLC to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for making its Members or Managers (as defined below) responsible for the liabilities of the LLC, provided that the LLC shall comply with its obligations under this Agreement. Except for (i) claims as to which such Member has agreed to provide indemnity or has otherwise guaranteed any obligation of the LLC or any subsidiary of the LLC, (ii) the breach of the express obligations of such Member set forth in this Agreement and (iii) willful misconduct or fraud by such Member, the LLC shall indemnify, to the fullest extent permitted by the Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the LLC to provide broader indemnification rights than the Act permitted the LLC to provide prior to such amendment) any Member who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether or not brought by or in the right of the LLC) by reason of the fact that he, she or it is or was a Member, solely in his, her or its capacity as a Member, from and against any claim by any person against such Member acting in his, her or its capacity as a Member for all expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or it in connection with such action, suit or proceeding. The foregoing indemnification rights conferred on any Member by this Section 2.05 shall not be exclusive of any other rights which such Member may have or hereafter acquire under any statute, provision of the Certificate of Formation or this Agreement, other agreement, vote of Members or Board or otherwise.

2.06 Authority. Unless expressly authorized by the Board after the date hereof, no Member, solely in his, her or its capacity as a Member, shall be an agent of the LLC or have any right, power or authority to act for or to bind the LLC or to undertake or assume any obligation or responsibility of the LLC or of any other Member.

2.07 No Right to Withdraw. No Member shall have any right to resign or withdraw from the LLC without the prior consent of the Board unless such Member elects to forfeit his, her or its Shares to the LLC in connection with such resignation and withdrawal; such resignation or withdrawal shall not entitle such Member to receive any distribution from the LLC (including a distribution for the fair value of such Member's Shares) or the repayment of its Contribution. This Section 2.07 shall not affect the rights of a Member otherwise provided for in this Agreement to receive distributions in connection with an actual or deemed liquidation, dissolution or winding up of the LLC.

2.08 Rights to Information. In addition to the rights of a Major Investor (as defined below) under Section 2.12, Members shall receive from the Board, upon request, a copy of the Certificate of Formation and of this Agreement, as amended from time to time, and such other information regarding the LLC as is required by the Act, subject to reasonable conditions and standards established by the Board, as permitted by the Act, which may include, without limitation, withholding, or restrictions on the use and disclosure of, confidential information. The LLC shall use commercially reasonable efforts to cause the timely preparation and distribution of Schedule K-1 to each Member for the year ending December 31st prior to March 1st of the following year.

2.09 [Reserved]

2.10 Inspection. The LLC shall permit each Member that holds at least 2,000,000 Preferred Shares (as adjusted for share splits, dividends, recapitalizations and the like effected with respect to the Preferred Shares after the date hereof) (a "***Major Investor***"), or any authorized representative of a Major Investor, to visit and inspect the properties of the LLC and its subsidiaries including its corporate and financial records (including the registry of Members) and to discuss its business and finances with officers of the LLC and its subsidiaries, during normal business hours following reasonable notice, as often as may be reasonably requested; provided, however, that the LLC shall not be obligated under this Section 2.10 with respect to a Major Investor that is a competitor of the LLC (as determined in good faith by the Board) or with respect to information which the Board determines in good faith is attorney-client privileged and should not, therefore, be disclosed.

2.11 Managers' Expenses. The LLC shall promptly reimburse the members of the Board for all reasonable out-of-pocket expenses incurred by them in connection with attendance at all meetings of the Board (including any meetings of committees of the Board) and the board of directors of each of the LLC's subsidiaries (including any meetings of committees thereof) or attending to other matters requested by the LLC.

2.12 Financial Statements and Other Information. The LLC and its subsidiaries shall maintain true books and records of account in which full and correct entries shall be made of all its business transactions pursuant to a system of accounting established and administered in accordance with generally accepted accounting principles consistently applied (except as noted therein or as disclosed in writing to the recipients thereof), and shall set aside on its books all such proper accruals and reserves as shall be required under generally accepted accounting principles consistently applied. The LLC shall deliver to each Major Investor:

(a) as requested by such Major Investor, an unaudited income statement, statement of cash flows, statement of stockholders' equity, balance sheet and operating budget for the LLC and its subsidiaries as of the most recently ended month and for the then current fiscal year to date;

(b) as soon as practicable, but in any event within 45 days following the end of each calendar quarter, an unaudited income statement, statement of cash flows, statement of stockholders' equity, balance sheet and operating budget for the LLC and its subsidiaries for such calendar quarter and for the then current fiscal year to date;

(c) as soon as practicable, but in any event at least 30 days prior to the beginning of each fiscal year, an annual operating plan and budget for the LLC and its subsidiaries, as approved by the Board, prepared on a monthly basis for the ensuing fiscal year, and on a basis consistent with prior periods and representing the best estimate of the LLC's revenues, expenses and cash positions for the next fiscal year based upon available information, including balance sheets, income statements, and statements of cash flow for such months, underlying assumptions and, promptly after prepared, any other budgets or revised budgets prepared by the LLC; and

(d) as soon as practicable, but in any event within 180 days following the end of each fiscal year, audited income statement, statement of cash flows, statement of stockholders' equity and balance sheet for the LLC and its subsidiaries for such fiscal year and such financial statements shall (x) be audited and certified by independent public accountants selected by the Board and (y) include the auditor's letter to management of the LLC.

2.13 Insurance. Each of the LLC and its subsidiaries shall obtain a general liability and directors' and officers' liability insurance policies, in each such case on terms and conditions that are reasonably acceptable to the Board. The LLC (and its subsidiaries, to the extent that such subsidiaries obtain such policies) shall maintain such policies in full force and effect at all times.

2.14 Managers' Liability and Indemnification. The LLC's and each of its subsidiaries' certificate of incorporation, bylaws, articles of association, operating agreements and other organizational documents shall provide (a) for elimination of the liability of managers and directors to the maximum extent permitted by law and (b) for indemnification of managers and directors for acts on behalf of the LLC and its subsidiaries to the maximum extent permitted by law.

2.15 Successor Indemnification. If the LLC or any of its successors or assignees consolidates with or merges into any other person and is not the continuing or surviving entity of such consolidation or merger, then to the extent necessary, proper provision shall be made so that the successors and assignees of the LLC assume the obligations of the LLC with respect to indemnification of members of the Board as in effect immediately before such transaction, whether such obligations are contained in this Agreement or elsewhere.

2.16 Confidentiality. Each Member will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its investment in the LLC) any confidential information obtained from the LLC pursuant to the terms of this Agreement (including notice of the LLC's intention to file a Registration Statement), unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this Section 2.16 by such Member), (b) is or has been independently developed or conceived by such Member without use of the LLC's confidential information or (c) is or has been made known or disclosed to such Member by a third party without a breach of any obligation of confidentiality such third party may have to the LLC; provided, however, that a Member may disclose confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the LLC; (ii) to any Affiliate, partner, member, stockholder, or wholly owned subsidiary of such Member in the ordinary course of business or, with respect to CII or any Permitted CII Transferee (each as defined in Section 12.02), to any other Permitted CII Transferee, provided that such Member informs such Person that such information is confidential and directs such Person to maintain the confidentiality of such information; or (iii) as may otherwise be required by law (including, with respect to CII or any Permitted CII Transferee, any required disclosures under the Freedom of Information Act), provided that, to the extent legally permissible, such Member promptly notifies the LLC of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

2.17 Termination. The rights and obligations set forth in Sections 2.08, 2.10, 2.11, 2.12 and 2.13 shall immediately terminate upon the earliest of (a) the closing of a QPO (as defined below), (b) the consummation of a Sale Transaction (as defined below), and (c) the prior written consent of the Requisite Preferred Holders to terminate such Sections.

ARTICLE III - Capital Structure

3.01 Classes of Shares. Interests of Members in the profits and losses of the LLC and the right of Members to distributions and allocations and a return of capital contributions and other amounts specified herein shall be evidenced by shares of limited liability company interests in the LLC ("***Shares***"). The term "***Shares***" shall mean, collectively, the Common Shares, the Preferred Shares and the Incentive Shares. There shall initially be three classes of Shares as follows:

(a) Common Shares shall be entitled to distributions in accordance with the provisions of Article XI and shall have the right to vote on all matters on which the Members holding Common Shares are entitled to vote pursuant to the Act or this Agreement (the "***Common Shares***").

(b) Preferred Shares shall have the rights, powers and preferences set forth in Article IV, shall be entitled to distributions in accordance with the provisions of Article XI and shall have the right to vote on all matters on which the Members are entitled to vote pursuant to the Act or this Agreement (the "***Preferred Shares***"). Additionally, holders of Preferred Shares have the right to vote upon or consent to certain matters as a separate class in certain circumstances as provided in this Agreement. The Preferred Shares may be issued in one or more separate series. The first series of Preferred Shares shall be designated "***Series A Preferred Shares***", the second series of Preferred Shares shall be designated "***Series B Preferred Shares***" and the third series of Preferred Shares shall be designated "***Series C Preferred Shares***".

(c) Incentive Shares (the "***Incentive Shares***") shall have the rights and powers set forth in this Section 3.01(c).

(i) Subject to Section 4.05, the Board shall have the right to issue Incentive Shares to managers, directors, officers, employees, advisors and consultants of the LLC and its subsidiaries (the "***Incentive Members***") pursuant to the LLC's Incentive Share Plan (as amended from time to time, the "***Incentive Plan***") and the Award Agreement entered into by the LLC with such Incentive Member (each, as amended from time to time, an "***Award Agreement***"). The terms of each Award Agreement shall specify the number of Incentive Shares issued to the applicable Incentive Member. The Board shall have the power and discretion to approve which managers, directors, officers, employees, advisors and consultants of the LLC and its subsidiaries shall be offered and issued such Incentive Shares, the number of Incentive Shares to be offered and issued to each such person, the vesting, forfeiture and other restrictions, if any, governing such Incentive Shares, the purchase price therefor, if any, and any such other terms and conditions as it shall deem appropriate. In connection with any approved issuance to any Incentive Member of Incentive Shares hereunder, such Incentive Member shall execute a counterpart to this Agreement, or otherwise be deemed to have become a party to this Agreement by executing an A ward Agreement, accepting and agreeing to be bound by all

terms and conditions hereof, and shall enter into such other documents and instruments to effect such issuance (including, without limitation, an Award Agreement) as are required by the Board. Notwithstanding anything to the contrary in this Agreement, except as required by applicable law, no Incentive Member shall be entitled to any voting, consent or approval rights with respect to the Incentive Shares held by such Incentive Member. Each Incentive Member shall be a Member hereunder unless and until such Incentive Member does not hold any Shares (including, without limitation, as a result of the forfeiture of all of the Incentive Shares held by such Incentive Member).

(ii) Except as set forth in the Incentive Plan or unless otherwise approved by the Board (including the affirmative vote, consent or approval of a majority of the Preferred Managers (as defined below)), all Incentive Shares issued after the date hereof, other than the Incentive Shares issued to Dr. Craig Crews under that certain Amended and Restated Consulting Agreement effective as of October 16, 2015 by and between Arvinas, Inc. and Dr. Crews, shall vest over a four (4) year period, with the first twenty-five percent (25%) of such Incentive Shares vesting following twelve (12) months of continued employment or service, and the remaining Incentive Shares vesting in equal monthly installments over the following thirty-six (36) months. Subject to the preceding sentence, each Incentive Member's Incentive Shares shall vest as set forth in the Incentive Plan and the applicable Award Agreement for such Incentive Shares. "***Unvested Incentive Shares***" means any Incentive Shares that have not vested as of the date of determination pursuant to the Incentive Plan and the applicable Award Agreement. "***Vested Incentive Shares***" means any Incentive Shares that have vested as of the date of determination pursuant to the Incentive Plan and the applicable Award Agreement.

(iii) If an Incentive Member's Continuous Service (as such term is defined in the Incentive Plan) is terminated for any reason, then, unless otherwise set forth in the Award Agreement for any Incentive Member, all of the Unvested Incentive Shares held by such Incentive Member shall immediately be forfeited and revert back to the LLC without any payment to the Incentive Member.

(iv) The LLC and each Member agree to treat each Incentive Member's Incentive Shares (such interest, a "***Profits Interest***") as a separate "Profits Interest" within the meaning of Rev. Proc. 93-27, 1993-2 C.B. 343, and it is the intention of the Members that distributions to each Incentive Member pursuant to Article XI be limited to the extent necessary so that the Profits Interest of such Incentive Member qualifies as a "Profits Interest" under Rev. Proc. 93-27, and this Agreement shall be interpreted accordingly. In accordance with Rev. Proc. 2001-43, 2001-2 C.B. 191, the LLC shall treat a Member holding an Incentive Share as the owner of such Incentive Share from the date it is granted, and shall file its IRS Form 1065, and issue appropriate Schedule K-1s to such Member, allocating to such Member its distributive share of all items of income, gain, loss, deduction and credit associated with such Profits Interest as if it were a fully Vested Incentive Share. Each Incentive Member agrees to take into account such distributive share in computing its income tax liability for the entire period during which it holds the Profits Interest. The LLC and each Member agree not to claim a deduction (as wages, compensation or otherwise) for the fair market value, as determined in good

faith by the Board, of such Profits Interest issued to an Incentive Member, either at the time of grant of the Profits Interest or at the time the Profits Interest becomes substantially vested. The undertakings contained in this Section 3.01(c) shall be construed in accordance with Section 4 of Rev. Proc. 2001-43. Each Incentive Member shall be required to file an election pursuant to Section 83(b) of the Code (a "***Section 83(b) Election***") with respect to its Incentive Shares no later than ten days after receipt of such Incentive Shares. The provisions of this Section 3.01(c) shall apply regardless of whether or not an Incentive Member files a Section 83(b) Election with respect to its Incentive Shares.

(v) As of the date of each grant of Incentive Shares to an Incentive Member, the Board shall establish an initial "***Participation Threshold***" amount with respect to each such Incentive Share granted on such date. Unless otherwise determined by the Board or provided in the applicable Award Agreement, the Participation Threshold with respect to an Incentive Share shall be equal to or greater than the amount that would be distributed with respect to all Shares pursuant to Section 11.04 in a hypothetical transaction in which the LLC sold all of its assets for fair market value (as determined in good faith by the Board, which determination shall take into account any factors and using any valuation methodologies that the Board in good faith deems relevant in its sole discretion, including potentially using independent appraisers, industry comparables, internal valuations and any other customary valuation measures), discharged in full all of its outstanding liabilities and distributed the proceeds therefrom in liquidation of the LLC pursuant to Section 11.04 (as determined immediately prior to the issuance of such Incentive Share).

(vi) The Board is hereby authorized and directed to cause the LLC to make an election to value any Shares issued by the LLC as compensation for services to the LLC (collectively, "***Compensatory Interests***") at liquidation value (the "***Safe Harbor Election***"), as the same may be permitted pursuant to or in accordance with the finally promulgated successor rules to Proposed Regulations Section 1.83-3(l) and IRS Notice 2005-43 (collectively, the "***Proposed Rules***"). The Board shall cause the LLC to make any allocations of items of income, gain, deduction, loss or credit (including forfeiture allocations and elections as to allocation periods) necessary or appropriate to effectuate and maintain the Safe Harbor Election.

(vii) Any such Safe Harbor Election shall be binding on the LLC and on all of its Members with respect to all permitted transfers of Compensatory Interests thereafter made by the LLC while a Safe Harbor Election is in effect. A Safe Harbor Election once made may be revoked by the Board as permitted by the Proposed Rules or any applicable rule.

(viii) Each Member (including any person to whom a Compensatory Interest is transferred in connection with the performance of services), by signing this Agreement or by accepting such transfer, hereby agrees to comply with all requirements of the Safe Harbor Election with respect to all Compensatory Interests transferred while the Safe Harbor Election remains effective.

(ix) The Board shall file or cause the LLC to file all returns, reports and other documentation as may be required to perfect and maintain the Safe Harbor Election with respect to transfers of Compensatory Interests covered by such Safe Harbor Election.

(x) Notwithstanding anything to the contrary in this Agreement (including, without limitation, Section 16.05), the Board is hereby authorized and empowered, without further vote or action of the Members, to amend this Agreement as necessary to comply with the Proposed Rules or any rule, in order to provide for a Safe Harbor Election and the ability to maintain or revoke the same, and shall have the authority to execute any such amendment by and on behalf of each Member. Any undertakings by the Board necessary to enable or preserve a Safe Harbor Election may be reflected in such amendments and to the extent so reflected shall be binding on each Member. Each Member agrees to cooperate with the Board to perfect and maintain any Safe Harbor Election, and to timely execute and deliver any documentation with respect thereto reasonably requested by the Board.

(xi) Without limitation of any other provision herein, no transfer of any Profits Interest in the LLC by a Member, to the extent permitted by this Agreement, shall be effective unless prior to such transfer, the transferee, assignee or intended recipient of such Profits Interest shall have agreed in writing to be bound by the provisions of this Section 3.01(c), in form satisfactory to the Board.

(xii) This Section 3.01(c) together with the Award Agreements pursuant to which the Incentive Shares are issued are intended to qualify as a compensatory benefit plan within the meaning of Rule 701 of the Securities Act of 1933, as amended (the "***Securities Act***") (and any similarly applicable state "blue sky" securities laws) and the issuance of Incentive Shares pursuant hereto is intended to qualify for the exemption from registration under the Securities Act provided by Rule 701 (and any similarly applicable state "blue sky" securities laws); provided, that the foregoing shall not restrict or limit the LLC's ability to issue any Incentive Shares pursuant to any other exemption from registration under the Securities Act available to the LLC. The LLC may make the Incentive Shares and any issuance thereof and any applicable Award Agreements subject to the terms and conditions of any other equity incentive plan consistent with the terms of this Agreement, as may have been adopted by the LLC.

Subject to compliance with the terms of this Agreement (including, without limitation, Section 4.05 and Article XIII), the LLC may from time to time issue additional Shares (or Common Share Equivalents) to existing Members or new Members and may amend this Section 3.01 to designate additional classes of Shares having different relative rights, powers and preferences including, without limitation, rights and powers that are superior and/or prior to those of existing classes of Shares, or the right to vote as a separate class or group on specified matters.

3.02 Certificates. Unless otherwise authorized by the Board, the Shares shall be uncertificated. If the Board authorizes the LLC to issue a certificate to each Member representing the Shares held by such Member, such certificates, if issued, shall be in such form and contain such legends, and shall be held subject to such conditions, as the Board may determine including the following:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") OR THE SECURITIES LAWS OF ANY STATE. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT COVERING SUCH SECURITIES UNDER THE ACT AND ALL APPLICABLE STATE SECURITIES LAWS OR AN OPINION SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED.

THE COMPANY WILL FURNISH WITHOUT CHARGE TO EACH MEMBER WHO SO REQUESTS THE POWERS, DESIGNATIONS, PREFERENCES AND RELATIVE, PARTICIPATING, OPTIONAL, OR OTHER SPECIAL RIGHTS OF EACH CLASS OF SHARES OR SERIES THEREOF AUTHORIZED TO BE ISSUED BY THE COMPANY AND THE QUALIFICATIONS, LIMITATIONS OR RESTRICTIONS OF SUCH PREFERENCES AND/OR RIGHTS. ANY SUCH REQUEST MAY BE MADE TO THE SECRETARY OF THE COMPANY.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS (INCLUDING PROXIES, VOTING AGREEMENTS AND RESTRICTIONS ON TRANSFER) OF A CERTAIN OPERATING AGREEMENT, AS AMENDED FROM TIME TO TIME, BY AND AMONG THE COMPANY AND ITS MEMBERS, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

3.03 Transfers. Subject to compliance with this Agreement and applicable law, Shares may be transferred on the books of the LLC by the surrender to the LLC or its transfer agent of the certificate therefor (if a certificate has been issued in respect thereof) properly endorsed or accompanied by a written assignment or power of attorney properly executed or, in the case of uncertificated Shares, a written assignment or power of attorney properly executed, in each case, with transfer stamps (if necessary) affixed, and with such proof of the authenticity of signature as the LLC or its transfer agent may reasonably require.

3.04 Record Holders. Except as may otherwise be required by applicable law or by this Agreement, the LLC shall be entitled to treat the record holder of Shares as shown on its books as the owner of such Shares for all purposes, including the payment of distributions and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such Shares, until such Shares have been transferred on the books of the LLC in accordance with the requirements of this Article III and in compliance with the transfer restrictions set forth in Article XII of this Agreement. It shall be the duty of each Member to notify the LLC of its address.

3.05 Record Date. In order that the LLC may determine the Members entitled to notice of, or to vote at, any meeting of Members or any adjournment thereof, or to express consent to an action of the LLC in writing without a meeting, or entitled to receive payment of any distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of Shares or for the purpose of any other lawful action, the Board may fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. In such case only Members of record on such record date shall be so entitled notwithstanding any transfer of Shares on the books of the LLC after the record date.

If no record date is fixed, (a) the record date for determining Members entitled to notice of or to vote at a meeting of Members shall be at the close of business on the day preceding the day on which notice is given, or, if notice is waived, at the close of business on the day preceding the day on which the meeting is held, (b) the record date for determining Members entitled to express consent to LLC action in writing without a meeting, when no prior action by the Board is necessary, shall be the day on which the first written consent is expressed and (c) the record date for determining Members for any other purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

3.06 Member Registry. The LLC shall maintain a true and complete registry of the Members including the name and address of each Member, the number and class of Shares held by such Member and the Contributions made by such Member.

ARTICLE IV - Preferred Shares

4.01 Distributions. The holders of Preferred Shares shall be entitled to receive distributions, to the extent not prohibited by such provisions of the Act governing distributions to members, prior and in preference to any declaration or payment of any distribution on the Incentive Shares and the Common Shares (payable other than in the form of Common Shares or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional Common Shares), at the rate of 8% of the Original Series A Issue Price (as defined below) per annum, on each outstanding Series A Preferred Share, at the rate of 8% of the Original Series B Issue Price (as defined below) per annum, on each outstanding Series B Preferred Share and at the rate of 8% of the Original Series C Issue Price (as defined below) per annum, on each outstanding Series C Preferred Share (collectively referred to herein as the "***Non-Cumulative Dividends***") payable when, as and if declared by the Board. The right to receive Non-Cumulative Dividends on the Preferred Shares shall not be cumulative, and no right to any Non-Cumulative Dividends shall accrue to holders of Preferred Shares by reason of the fact that dividends or distributions on such Preferred Shares are not declared or paid in any calendar year.

4.02 Liquidation Preference.

(a) In the event of any liquidation, dissolution or winding up of the LLC, either voluntary or involuntary (including, without limitation, upon any bankruptcy), all funds and assets of the LLC that are available for distribution shall be distributed to the Members in the following order of priority:

(i) First, the holders of Preferred Shares shall be entitled to receive, prior and in preference to any distribution of any of the assets or funds of the LLC to holders of the Common Shares and the Incentive Shares, by reason of their ownership of such Shares, (A) for each Series A Preferred Share, an amount equal to (1) $0.6811 (as adjusted for any share dividends, combinations, splits, recapitalizations and similar events with respect to such Series A Preferred Shares, the "***Original Series A Issue Price***"), *minus* (2) the amount previously distributed by the LLC in respect of such Series A Preferred Share under Section 11.01(a)(i) (the "***Series A Preference Amount***"), (B) for each Series B Preferred Share, an amount equal to (1) $1.6659 (as adjusted for any share dividends, combinations, splits, recapitalizations and similar events with respect to such Series B Preferred Shares, the "***Original Series B Issue Price***"), *minus* (2) the amount previously distributed by the LLC in respect of such Series B Preferred Share under Section 11.01(a)(i) (the "***Series B Preference Amount***") and (C) for each Series C Preferred Share, an amount equal to (1) $3.34 (as adjusted for any share dividends, combinations, splits, recapitalizations and similar events with respect to such Series C Preferred Shares, the "***Original Series C Issue Price***"), *minus* (2) the amount previously distributed by the LLC in respect of such Series C Preferred Share under Section 11.01(a)(i) (the "***Series C Preference Amount***"). In the event that the provisions of the Act governing distributions to members prohibits the LLC from paying in full with respect to each Preferred Share the amounts as described above, then all funds or assets that may be distributed to the holders of Preferred Shares without violating such provisions of the Act governing distributions to members shall be distributed and paid to such holders of Preferred Shares pro rata based on the dollar amount to which they are otherwise entitled to receive under this Section 4.02(a)(i).

(ii) Second, after, and only after, full payment has been made to the holders of the Preferred Shares required by Section 4.02(a)(i), but subject to Section 11.05, to the Members in proportion to the number of Shares held by such Members (with each Preferred Share treated as the number of Common Shares into which such Preferred Share is then convertible); provided, however, that the LLC shall not make any distributions under this Section 4.02(a)(ii) with respect to any Unvested Incentive Shares.

(b)

(i) For purposes of this Section 4.02, unless otherwise agreed to in writing by the holders of at least 66-2/3% of the Common Shares issuable upon conversion of the then outstanding Preferred Shares (the "***Requisite Preferred Holders***"), a liquidation, dissolution or winding up of the LLC shall be deemed to be occasioned by, and to include, any of the following transactions (each, a "***Sale Transaction***"):

(A) a merger or consolidation in which the LLC is a constituent party except any such merger or consolidation involving the LLC in which the equity ownership of the LLC outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for equity securities that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the equity ownership of (x) the surviving or resulting entity, or (y) if the surviving or resulting entity is a wholly owned subsidiary of another entity immediately following such merger or consolidation, the parent entity of such surviving or resulting entity (provided that, all Shares issuable upon exercise of Options outstanding immediately prior to such merger or consolidation or upon

conversion of Convertible Securities outstanding prior to such merger or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, converted or exchanged in such merger or consolidation on the same terms as the actual outstanding Shares are converted or exchanged); or

(B) sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the LLC of all or substantially all the assets of the LLC and its subsidiaries taken as a whole.

(ii) In the event of any Sale Transaction, if the consideration received by the LLC is other than cash, its value will be deemed its fair market value as determined by the Board. Any securities shall be valued as follows:

(A) Securities not subject to investment letter or other similar restrictions on free marketability covered by (B) below:

(1) If such securities are traded on a securities exchange, the value shall be deemed to be the average of the closing prices of the securities on such exchange over the fourteen-day period ending three (3) days prior to the closing; and

(2) If such securities are not traded on a securities exchange, the value shall be the fair market value thereof, as determined by the Board.

(B) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a Member's status as an Affiliate or former Affiliate) shall be to make an appropriate discount from the market value determined as above in (A) (1) or (2) to reflect the approximate fair market value thereof, as determined by the Board.

(iii) Notwithstanding any other provision set forth in this Section 4.02, in the event that any consideration payable to the LLC or the Members in connection with any Sale Transaction is contingent upon the occurrence of any event or the passage of time (including, without limitation, any deferred purchase price payments, installment payments, payments made in respect of any promissory note issued in such transaction, payments from escrow, purchase price adjustment payments or payments in respect of "earnouts" or holdbacks) (the "***Contingent Consideration***"), such Contingent Consideration shall not be deemed received by the LLC or the Members or available for distribution to such Members unless and until such Contingent Consideration is indefeasibly received by the LLC or the Members in accordance with the terms of such Sale Transaction. The definitive agreement with respect to such Sale Transaction shall provide that (A) the portion of such consideration that is not Contingent Consideration (the "***Initial Consideration***") shall be allocated among the Members in accordance with this Section 4.02 as if the Initial Consideration were the only consideration payable in connection with such Sale Transaction and (B) any Contingent Consideration which becomes payable to the Members upon the release from escrow or the satisfaction of the applicable contingencies shall be allocated among the Members in accordance with this Section 4.02 after taking into account the previous payment of the Initial Consideration as part of the same transaction.

(iv) In the event of a Sale Transaction described in clause (B) of Section 4.02(b)(i) (an "***Asset Acquisition***"), if the LLC does not effect a dissolution of the LLC under the Act within 90 days after such Asset Acquisition, then (A) the LLC shall send a written notice to each holder of Preferred Shares no later than the 90th day after such Asset Acquisition advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (B) to require the redemption of such Preferred Shares and (B) if the Requisite Preferred Holders so request in a written instrument delivered to the LLC not later than 120 days after such Asset Acquisition, the LLC shall use the consideration received by the LLC for such Asset Acquisition (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board), together with any other assets of the LLC available for distribution to the Members, all to the extent permitted by such provisions of the Act governing distributions to members (the "***Available Proceeds***"), on the 150th day after such Asset Acquisition, to redeem all outstanding Preferred Shares at a price per share equal to the amount payable in respect of such Preferred Share under Section 4.02(a). 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 Preferred Shares, the LLC shall ratably redeem each holder's Preferred Shares to the fullest extent of such Available Proceeds, and shall redeem the remaining Preferred Shares as soon as it may do so without violating such provisions of the Act governing distributions to members. The provisions of Section 4.06 below shall apply, with such necessary changes in the details thereof as are necessitated by the context, to the redemption of the Preferred Shares pursuant to this Section 4.02(b)(iv). Prior to the distribution or redemption provided for in this Section 4.02(b)(iv), the LLC shall not expend or dissipate the consideration received for such Asset Acquisition, except to discharge expenses incurred in connection with such Asset Acquisition.

4.03 Conversion. The holders of the Preferred Shares shall have conversion rights as follows:

(a) Right to Convert. Each Preferred Share shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such Preferred Share, at the office of the LLC or any transfer agent for the Shares, into Common Shares. The number of Common Shares into which each Series A Preferred Share may be converted shall be determined by dividing the Original Series A Issue Price by the Conversion Price of the Series A Preferred Shares in effect on the date that the holder thereof elects to convert such Series A Preferred Share. The number of Common Shares into which each Series B Preferred Share may be converted shall be determined by dividing the Original Series B Issue Price by the Conversion Price of the Series B Preferred Shares in effect on the date that the holder thereof elects to convert such Series B Preferred Share. The number of Common Shares into which each Series C Preferred Share may be converted shall be determined by dividing the Original Series C Issue Price by the Conversion Price of the Series C Preferred Shares in effect on the date that the holder thereof elects to convert such Series C Preferred Share. The term "***Conversion Price***" means (i) with respect to the Series A Preferred Shares, initially the Original Series A Issue Price, (ii) with respect to the Series B Preferred Shares, initially the Original Series B Issue Price and (iii) with respect to the Series C Preferred Shares, initially the Original Series C Issue Price.

Such initial Conversion Prices, and the rate at which each series of Preferred Shares may be converted into Common Shares, shall be subject to adjustment as set forth in this Section 4.03.

(b) Automatic Conversion. Each Preferred Share shall automatically be converted into Common Shares (as set forth in Section 4.03(a)) upon the earlier of (i) the consummation of an underwritten public offering of Common Shares (or shares of common stock of a successor corporation) registered under the Securities Act (A) resulting in gross proceeds (before deduction of underwriters commissions and expenses) to the LLC (or successor corporation) of not less than $70,000,000 and (B) after which the Common Shares (or shares of common stock of a successor corporation) are listed on NASDAQ or NYSE (clauses (A) and (B) together, a "***QPO***") and (ii) the date specified by written consent of the Requisite Preferred Holders. Such conversion shall be automatic, without need for any further action by the holders of Preferred Shares and regardless of whether the certificates representing such Preferred Shares (if any) are surrendered to the LLC or its transfer agent; provided, however, that the LLC shall not be obligated to issue certificates evidencing the Common Shares issuable upon such conversion unless certificates evidencing such Preferred Shares so converted (if any) are surrendered to the LLC or the holder of record of such Preferred Shares notifies the LLC that such certificates have been lost, stolen or destroyed and such holder executes an agreement to indemnify the LLC from any loss incurred by it in connection with such certificates, in each case in accordance with the procedures described in Section 4.03(c) below.

(c) Mechanics of Conversion. Before any holder of Preferred Shares shall be entitled to receive certificates representing Common Shares into which Preferred Shares are converted pursuant to this Section 4.03 (if any), such holder shall surrender the certificate or certificates therefor (if any), duly endorsed, at the principal office of the LLC or of any transfer agent for the Preferred Shares (or such holder notifies the LLC that such certificates have been lost, stolen or destroyed and such holder executes an agreement to indemnify the LLC from any loss incurred by it in connection with such certificates), and shall give written notice to the LLC at such office of the name or names in which the certificate or certificates for Common Shares (if any) are to be issued. The LLC shall, as soon as practicable and in no event later than ten (10) days after (x) if Preferred Shares are certificated, the delivery date of said certificates to the LLC, or (y) if Preferred Shares are not certificated, the effective conversion date of said Preferred Shares: (i) if Common Shares are certificated, issue and deliver at such office to such holder of Preferred Shares, or to the nominee or nominees of such holder, a certificate or certificates for the number of Common Shares to which such holder shall be entitled as aforesaid; (ii) pay in cash such amount as provided in Section 4.03(f) in lieu of any fraction of a Common Share otherwise issuable upon such conversion; and (iii) pay any unpaid distributions on the Preferred Shares converted. The person or persons entitled to receive the Common Shares issuable upon such conversion pursuant to this Section 4.03 shall be treated for all purposes as the record holder or holders of such Common Shares as of the effective date of such conversion. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act, the conversion may, at the option of any holder tendering Preferred Shares for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering in which event the person(s) entitled to receive the Common Shares upon conversion of the Preferred Shares shall not be deemed to have converted such Preferred Shares until immediately prior to the closing of such sale of securities.

(d) Conversion Price Adjustments for Certain Dilutive Issuances, Splits and Combinations. The Conversion Prices of the Series A Preferred Shares, the Series B Preferred Shares and the Series C Preferred Shares shall be subject to adjustment from time to time as follows:

(i) (A) If the LLC shall issue or sell, at any time, or from time to time, after the date hereof (the "***Commencement Date***"), any Additional Shares (as defined below) without consideration or for a consideration per share less than the Conversion Price of any series of Preferred Shares in effect immediately prior to the issuance of such Additional Shares, then such Conversion Price in effect immediately prior to each such issuance shall be reduced, concurrently with such issuance or sale, to a price determined by multiplying such Conversion Price by a fraction, the numerator of which shall be the sum of (x) the number of Common Shares and Incentive Shares outstanding immediately prior to such issue or sale and (y) the number of Common Shares that the aggregate consideration actually received by the LLC for such Additional Shares so issued would purchase at such Conversion Price in effect immediately prior to such issuance or sale, and the denominator of which shall be equal to the sum of (x) the number of Common Shares and Incentive Shares outstanding immediately prior to such issue or sale and (y) the number of Additional Shares (calculated on an as-converted to Common Share basis) so issued or sold. For the purpose of the above calculation, the number of Common Shares outstanding immediately prior to such issue or sale shall be calculated as if all Preferred Shares and all securities that are then directly or indirectly exercisable for or convertible into Common Shares had been fully exercised for or converted into Common Shares as of such time.

(B) Except to the limited extent provided for in Sections 4.03(d)(i)(E)(3) and (E)(4), no adjustment of the Conversion Price of any series of Preferred Shares pursuant to this Section 4.03(d) shall have the effect of increasing such Conversion Price above the Conversion Price of such series of Preferred Shares in effect immediately prior to such adjustment.

(C) In the case of the issuance or sale of Additional Shares for cash, the consideration shall be deemed to be the amount of cash paid therefor without deducting any discounts, commissions or other expenses paid or incurred by the LLC in connection with the issuance or sale thereof.

(D) In the case of the issuance or sale of Additional Shares for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair market value thereof as determined in good faith by the Board irrespective of any accounting treatment. In the case of an issuance or sale of Options (as defined below) or Convertible Securities (as defined below) together with other securities of the LLC in an integrated transaction in which no specific consideration is allocated to such Options or Convertible Securities, the Board shall determine in good faith the portion of the consideration so received to be allocable to such securities, Options or Convertible Securities.

(E) In the event that the LLC at any time or from time to time after the Commencement Date shall issue any securities that by their terms are convertible into or exchangeable for Common Shares ("***Convertible Securities***") or any options, rights or warrants to subscribe for, purchase or otherwise acquire Common Shares or Convertible

Securities ("***Options***") or shall fix a record date for the determination of holders of any class of securities then entitled to receive any such Options or Convertible Securities, the following provisions shall apply for all purposes of this Section 4.03(d)(i) and Section 4.03(d)(ii):

(1) The aggregate maximum number of Common Shares deliverable upon exercise of such Options, assuming the satisfaction of any conditions to exercisability (including, without limitation, the passage of time), shall be deemed to be Additional Shares issued at the time such Options were issued and for a consideration equal to the consideration (determined in the manner provided in Sections 4.03(d)(i)(C) and 4.03(d)(i)(D)), if any, received by the LLC upon the issuance of such Options plus the minimum exercise price provided in such Options.

(2) The aggregate maximum number of Common Shares deliverable upon conversion of or in exchange for such Convertible Securities or upon the exercise of Options for such Convertible Securities and subsequent conversion or exchange thereof, assuming the satisfaction of any conditions to convertibility or exchangeability and exercisability (including, without limitation, the passage of time), shall be deemed to be Additional Shares issued at the time such Convertible Securities were issued or such Options for Convertible Securities were issued and for a consideration equal to the consideration, if any, received by the LLC for any such Convertible Securities and related Options, plus the minimum additional consideration, if any, to be received by the LLC upon the conversion or exchange of such Convertible Securities or the exercise of any related Options (the consideration in each case to be determined in the manner provided in Sections 4.03(d)(i)(C) and 4.03(d)(i)(D)).

(3) In the event of any change in the number of Common Shares deliverable or in the consideration payable to the LLC upon exercise of such Options or upon conversion of or in exchange for such Convertible Securities (including, without limitation, a change resulting from the antidilution provisions thereof), the Conversion Prices, to the extent in any way affected by or initially determined using such Options or Convertible Securities, shall be recomputed to reflect such change.

(4) Upon the expiration of any such Options, the Conversion Prices, to the extent in any way affected by the issuance of such Options, shall be recomputed to reflect the issuance of only the number of Common Shares actually issued or issuable upon the exercise of such Options.

(5) No readjustment or readjustments pursuant to either Section 4.03(d)(i)(E)(3) or (4) shall have the effect of increasing the Conversion Price of any series of Preferred Shares to an amount that exceeds the lower of (x) the Conversion Price of such series of Preferred Shares on the Commencement Date or (y) the Conversion Price that would have resulted from all issuances of Additional Shares between the Commencement Date and such readjustment date. In the event of any adjustment to the Conversion Price of any series of Preferred

Shares as a result of the issuance of Options or Convertible Securities pursuant to this Section 4.03(d), no further adjustment to such Conversion Price shall be made for the actual issuance of Common Shares upon the exercise of any such Options or the conversion or exchange of such Convertible Securities.

(ii) "***Additional Shares***" means all Common Shares issued (or deemed to have been issued pursuant to Section 4.03(d)(i)(E)) by the LLC after the Commencement Date other than the following (the "***Exempted Securities***"):

(A) Common Shares issued pursuant to a transaction described in Section 4.03(d)(iii) hereof;

(B) Incentive Shares issued to managers, directors, officers, employees, advisors or consultants of the LLC or any of its subsidiaries;

(C) Common Shares issued upon conversion of the Preferred Shares;

(D) Common Shares actually issued pursuant to the exercise or conversion of Convertible Securities or Options, provided, in each case, that (1) such issuance is pursuant to the terms of such Option or Convertible Security and (2) either (x) the Option or Convertible Security, under which the Common Shares are issued, was (i) issued and outstanding as of the Commencement Date or (ii) at the time of issuance thereof, an Exempted Security pursuant to the other clauses of this definition or (y) the issuance of such Option or Convertible Security, under which the Common Shares are issued, was approved by the Board;

(E) Common Shares issued in an underwritten public offering registered under the Securities Act;

(F) Common Shares, Options or Convertible Securities issued in connection with a bona fide business acquisition by the LLC approved by (1) the Board (which approval must include the affirmative vote, consent or approval of a majority of the Preferred Managers (as defined below)) and (2) the Requisite Preferred Holders pursuant to Section 4.05;

(G) Common Shares, Options or Convertible Securities issued to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction approved by the Board;

(H) Common Shares, Options or Convertible Securities issued in connection with sponsored research, collaboration, technology license, development, marketing or other similar agreements or strategic partnerships approved by the Board;

(I) a warrant to purchase up to 110,116 Series A Preferred Shares to Connecticut Innovations, Inc. or one of its Affiliates, the Series A Preferred Shares issuable upon exercise thereof and the Common Shares issuable upon conversion of such Series A Preferred Shares; and

(J) Series C Preferred Shares issued pursuant to the Purchase Agreement.

(iii) In the event that the LLC should at any time, or from time to time, after the Commencement Date fix a record date for the effectuation of a split or subdivision of the outstanding Common Shares or the determination of holders of Common Shares entitled to receive a distribution payable in additional Common Shares or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional Common Shares ("***Common Share Equivalents***") without payment of any consideration by such holder for the additional Common Shares or Common Share Equivalents (including the additional Common Shares issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Conversion Price of each series of Preferred Shares shall be appropriately decreased so that the number of Common Shares issuable on conversion thereof shall be increased in proportion to such increase of the aggregate of Common Shares outstanding and those issuable with respect to such Common Share Equivalents (determined in the manner provided for deemed issuances set forth in Section 4.03(d)(i)(E)). Notwithstanding the foregoing, if such record date shall have been fixed and any such distribution is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Price of each series of Preferred Shares shall be recomputed accordingly as of the close of business on such record date and thereafter such Conversion Price shall be adjusted pursuant to this subsection (iii) as of the time of actual payment of such distributions.

(iv) If the number of Common Shares outstanding at any time after the Commencement Date is decreased by a combination of the outstanding Common Shares, then, following the record date of such combination, the Conversion Price of each series of Preferred Shares shall be appropriately increased so that the number of Common Shares issuable on conversion thereof shall be decreased in proportion to such decrease in outstanding Common Shares.

(v) No adjustment in the Conversion Price of the Series A Preferred Shares shall be made as the result of the issuance or deemed issuance of Additional Shares if the LLC receives written notice from the holders of at least sixty-two and one-half percent (62.5%) of the then outstanding Series A Preferred Shares agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares. No adjustment in the Conversion Price of the Series B Preferred Shares shall be made as the result of the issuance or deemed issuance of Additional Shares if the LLC receives written notice from the holders of a majority of the then outstanding Series B Preferred Shares agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares. No adjustment in the Conversion Price of the Series C Preferred Shares shall be made as the result of the issuance or deemed issuance of Additional Shares if the LLC receives written notice from the holders of at least sixty percent (60%) of the then outstanding Series C Preferred Shares agreeing that no such adjustment shall be made as the result of the issuance or deemed issuance of such Additional Shares.

(e) Reorganizations, Mergers or Consolidations. If at any time or from time to time the Common Shares are converted into other securities, assets or property, whether pursuant to a reorganization, merger, consolidation, sale of all or substantially all of the LLC's assets or otherwise (other than a subdivision or combination provided for elsewhere in this Section 4.03 or a Sale Transaction constituting a deemed liquidation of the LLC pursuant to Section 4.02), provision shall be made so that the holders of the Preferred Shares shall thereafter be entitled to receive upon conversion of the Preferred Shares, the number of shares or other securities, assets or property of the LLC or otherwise to which a holder of Common Shares deliverable upon conversion would have been entitled in connection with such transaction. In any such case, appropriate adjustment shall be made in the application of the provisions of Section 4.03 with respect to the rights of the holders of Preferred Shares after such reorganization, merger, consolidation, sale of assets or similar transaction to the end that the provisions of this Section 4.03 (including adjustment to the Conversion Prices then in effect and the number of shares purchasable upon conversion of the Preferred Shares) shall be applicable after that event as nearly equivalently as may be practicable.

(f) No Fractional Shares and Certificate as to Adjustments.

(i) No fractional shares shall be issued upon the conversion of any Preferred Share after aggregating all Preferred Shares owned by the holder thereof and, in lieu of any fractional shares to which such holder would otherwise be entitled, the LLC shall pay cash equal to such fraction multiplied by the then effective fair market value of such share, as determined by the Board.

(ii) Upon the occurrence of each adjustment or readjustment of the any Conversion Price pursuant to this Section 4.03, the LLC, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Preferred Shares a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. The LLC shall, upon the written request at any time of any holder of Preferred Shares, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Price of such Preferred Shares at the time in effect and (C) the number of Common Shares and the amount, if any, of other property which at the time would be received upon the conversion of such Preferred Share.

(g) Notices of Record Date. In the event of any taking by the LLC of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any distribution, any right to subscribe for, purchase or otherwise acquire any shares of any class or any other securities or property, or to receive any other right, the LLC shall mail to each holder of Preferred Shares, at least 10 days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such distribution or right, and the amount and character of such distribution or right.

(h) Issue Taxes. The LLC shall pay any and all issue taxes (other than taxes based on or measured by income) that may be payable in respect of any issue or delivery of Common Shares upon conversion of any Preferred Shares; provided, however, that the LLC shall not be obligated to pay any transfer taxes resulting from any transfer requested by any holder in connection with any such conversion.

(i) Reservation of Shares Issuable Upon Conversion. The LLC shall at all times reserve and keep available out of its authorized but unissued Common Shares, solely for the purpose of effecting the conversion of the Preferred Shares, such number of its Common Shares as shall from time to time be sufficient to effect the conversion of all outstanding Preferred Shares; and if at any time the number of authorized but unissued Common Shares shall not be sufficient to effect the conversion of all of the then outstanding Preferred Shares, in addition to such other remedies as shall be available to the holder of Preferred Shares, the LLC will take such action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued Common Shares to such number of shares as shall be sufficient for such purpose.

4.04 Voting Rights. In addition to any special class or series voting rights provided in this Agreement or under the Act, the holder of each Preferred Share shall have the right to one vote for each Common Share into which such Preferred Share could then be converted and, with respect to such votes, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Shares and shall be entitled, notwithstanding any provision hereof, to notice of any members' meeting in accordance with Article II and shall be entitled to vote, together with holders of Common Shares, with respect to any question upon which holders of Common Shares have the right to vote. Except as provided by law or by the other provisions of this Agreement, holders of Preferred Shares shall vote together with the holders of Common Shares as a single class and on an as-converted basis. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted to Common Shares basis (after aggregating all fractional shares into which Preferred Shares held by each holder could be converted) shall be rounded to the nearest whole share (with one-half being rounded upward).

4.05 Protective Provisions. The LLC shall not, and shall not permit any of its subsidiaries to, whether by means of amendment to this Agreement or Certificate of Formation, or by merger, consolidation or otherwise, without first obtaining the approval (by affirmative vote or written consent) of the Requisite Preferred Holders separately as a class, and any of the following acts or transactions entered into without such vote or written consent shall be null and void *ab initio* and of no force or effect:

(a) authorize or issue, or obligate itself to issue, or reclassify any securities into, any shares or any other equity security (including any security convertible into or exercisable for any such equity security) having any right, preference or privilege senior or superior to, or being on parity with, the rights, preferences and privileges of the Series A Preferred Shares, the Series B Preferred Shares or the Series C Preferred Shares;

(b) set aside or make any distribution in respect of, or redeem, purchase or otherwise acquire any of, (or pay into or set aside for a sinking fund for such purpose) the Shares or other equity securities; provided, however, that this restriction shall not apply to (i) the redemption of the Preferred Shares pursuant to Section 4.06, (ii) distributions payable on the Common Shares solely in the form of additional Common Shares, (iii) the repurchase of Common Shares or Incentive Shares from managers, directors, officers, employees, advisors, consultants or other persons performing services for the LLC or any subsidiary of the LLC upon termination of such person's employment or other relationship with the LLC at no greater than the original purchase price, (iv) the redemption of Preferred Shares pursuant to the terms of the Second Amended and Restated Put Agreement, dated as of or around the Commencement Date, by and among the LLC and certain Members (as amended from time to time, the "***Put Agreement***") or (v) distributions of cash in accordance with Section 11.03;

(c) (i) sell, assign, exclusively license, convey, or otherwise dispose of all or substantially all of its assets, property or business, (ii) merge or consolidate with or into any other entity, (iii) effect any transaction or series of related transactions in which more than fifty percent (50%) of the outstanding Voting Shares are transferred, (iv) effect a reorganization, recapitalization or division or (v) liquidate, dissolve or wind-up;

(d) permit any subsidiary of the LLC to (i) sell, assign, exclusively license, convey, or otherwise dispose of all or substantially all of its assets, property or business except for licenses entered into in the ordinary course of business, (ii) merge or consolidate with or into any other entity, (iii) effect a reorganization, recapitalization or division or (iv) liquidate, dissolve or wind-up;

(e) amend the Certificate of Formation or this Agreement other than amendments to this Agreement that are solely to reflect revisions to Schedule A pursuant to Section 2.01(a);

(f) authorize or issue any Incentive Shares to any employee, manager, director, officer, consultant or advisor of the LLC or any of its subsidiaries if such authorization or issuance would result in more than 20,148,300 Incentive Shares to be outstanding;

(g) create, issue, authorize or grant, or permit any subsidiary of the LLC to create, issue, authorize or grant, any payment or other consideration to any person or entity in connection with a Sale Transaction other than in respect of any outstanding equity interest in the LLC;

(h) acquire or permit any subsidiary of the LLC to acquire (by merger, purchase of stock or assets, any other business combination transaction or otherwise) any assets or securities for aggregate consideration in excess of $500,000 other than in the ordinary course of business unless such acquisition is approved by the Board including the affirmative vote, consent or approval of a majority of the Preferred Managers;

(i) enter into, or permit any subsidiary of the LLC to enter into, any agreement, understanding or transaction with any person controlling, controlled by or under common control with the LLC other than in the ordinary course of business unless such agreement, understanding or transaction is approved by the Board including the affirmative vote, consent or approval of a majority of the Preferred Managers;

(j) (i) permit any subsidiary of the LLC to authorize or issue any security to any person other than to the LLC unless it is approved by the Board including the affirmative vote, consent or approval of a majority of the Preferred Managers or (ii) sell, assign, convey or otherwise dispose of any security of any subsidiary of the LLC unless it is approved by the Board including the affirmative vote, consent or approval of a majority of the Preferred Managers;

(k) engage, or permit any subsidiary of the LLC to engage, in any business other than the business in which the LLC is engaged on the Commencement Date unless such business is approved by the Board including the affirmative vote, consent or approval of a majority of the Preferred Managers; or

(l) incur any debt (other than trade payables incurred in the ordinary course of business) in excess of $500,000 or guaranty the debt of any other person in excess of $500,000 or permit any subsidiary of the LLC to incur any debt (other than trade payables incurred in the ordinary course of business) in excess of $500,000 or guaranty any debt in excess of $500,000 unless it is approved by the Board including the affirmative vote, consent or approval of a majority of the Preferred Managers in each case other than (i) a loan of up to $750,000 in the aggregate from Connecticut Innovations, Inc. or its Affiliates and any guarantees provided in respect thereof and (ii) a loan of up to $2,500,000 in the aggregate from the Connecticut Department of Economic and Community Development and any guarantees provided in respect thereof.

Additionally, (i) any amendment to, or waiver of, the provisions of this Agreement that would alter or change the rights, preferences or privileges of the Series A Preferred Shares so as to adversely affect such Series A Preferred Shares, but not so affect the Series B Preferred Shares and Series C Preferred Shares in a proportional manner shall require the written consent of the holders of at least sixty-two and one-half percent (62.5%) of the then outstanding Series A Preferred Shares (it being understood, solely for the avoidance of doubt and without in any way expanding the foregoing right of the holders of Series A Preferred Shares, that neither (A) the effectuation of the liquidation, dissolution, or winding up of the LLC or the effectuation of any Sale Transaction Event nor (B) the creation, authorization or issuance of any new series of Preferred Shares constitutes such an adverse change to the rights, preferences or privileges of the Series A Preferred Shares), (ii) any amendment to, or waiver of, the provisions of this Agreement that would alter or change the rights, preferences or privileges of the Series B Preferred Shares so as to adversely affect such Series B Preferred Shares, but not so affect the Series A Preferred Shares and Series C Preferred Shares in a proportional manner shall require the written consent of the holders of a majority of the then outstanding Series B Preferred Shares (it being understood, solely for the avoidance of doubt and without in any way expanding the foregoing right of the holders of Series B Preferred Shares, that neither (A) the effectuation of the liquidation, dissolution, or winding up of the LLC or the effectuation of any Sale Transaction Event nor (B) the creation, authorization or issuance of any new series of Preferred Shares constitutes such an adverse change to the rights, preferences or privileges of the Series B Preferred Shares) and (iii) any amendment to, or waiver of, the provisions of this Agreement that would alter or change the rights, preferences or privileges of the Series C Preferred Shares so as to adversely affect such Series C Preferred Shares, but not so affect the Series A Preferred Shares and Series B Preferred Shares in a proportional manner shall require the written consent of the holders of a majority of the then outstanding Series C Preferred Shares (it being understood, solely for the avoidance of doubt and without in any way expanding the foregoing right of the holders of Series C Preferred Shares, that neither (A) the effectuation of the liquidation, dissolution, or winding up of the LLC or the effectuation of any Sale Transaction Event nor (B) the creation, authorization or issuance of any new series of Preferred Shares constitutes such an adverse change to the rights, preferences or privileges of the Series C Preferred Shares).

4.06 Redemption. The LLC shall redeem the Preferred Shares as follows:

(a) If, at any time after April 1, 2022, the Requisite Preferred Holders request, by written notice delivered to the LLC and each other holder of Preferred Shares, that the LLC redeem the outstanding Preferred Shares, the LLC shall redeem all of the outstanding Preferred Shares in three equal annual installments and the first such installment shall be a business day that is not more than 120 days after the LLC's receipt of such request. The date of each such installment shall be referred to herein as a "***Redemption Date***". The LLC shall effect such redemption on each Redemption Date by paying the holders of the Preferred Shares to be redeemed on such Redemption Date, in cash therefor, (i) an amount per Series A Preferred Share equal to the greater of (A) the Series A Preference Amount of such Series A Preferred Share and (B) the fair market value of such Series A Preferred Share as determined in good faith by the Board, (ii) an amount per Series B Preferred Share equal to the greater of (A) the Series B Preference Amount of such Series B Preferred Share and (B) the fair market value of such Series B Preferred Share as determined in good faith by the Board and (iii) an amount per Series C Preferred Share equal to the greater of (A) the Series C Preference Amount of such Series C Preferred Share and (B) the fair market value of such Series C Preferred Share as determined in good faith by the Board (the "***Redemption Price***"). In the event that the Requisite Preferred Holders disagree with the fair market value established by the Board, the LLC and the Requisite Preferred Holders shall mutually agree upon and select an independent investment bank, accounting firm or other financial institution to determine the fair market value (the "***Independent Evaluator***"); provided that in the event that the LLC and the Requisite Preferred Holders are unable to mutually agree on an Independent Evaluator, the LLC and the Requisite Preferred Holders shall each select an Independent Evaluator and the two Independent Evaluators shall mutually agree upon a final Independent Evaluator to determine such fair market value. The final Independent Evaluator's determination of the fair market value of each Preferred Share shall be set forth in a written detailed report mutually addressed to the Board and the holders of the Preferred Shares and such determination shall be final, conclusive and binding upon the LLC and such holders. All costs related to the appointment of and valuation by the Independent Evaluators shall be shared equally between the LLC and the holders of the Preferred Shares.

(b) On each Redemption Date, the LLC shall redeem, on a pro rata basis in accordance with the number of Preferred Shares held by each holder thereof, that number of outstanding Preferred Shares determined by dividing (i) the total number of Preferred Shares outstanding immediately prior to such Redemption Date by (ii) the number of remaining Redemption Dates (including the Redemption Date to which such calculation applies). If the redemption by the LLC of all Preferred Shares to be redeemed on such Redemption Date would be prohibited by the provisions of the Act governing distributions to members, the LLC shall redeem a pro rata portion of such Preferred Shares held by each holder thereof to the extent such redemption would not be prohibited by such provisions of the Act governing distributions to members based on the respective amounts which would otherwise be payable in respect of the Preferred Shares to be redeemed if the redemption of all such Preferred Shares would not be prohibited by such provisions of the Act governing distributions to members and shall redeem the remaining Preferred Shares to have been redeemed as soon as practicable after the LLC would not be prohibited from making such redemption under such provisions of the Act governing distributions to members, provided that the redemption of all Preferred Shares shall be prior and in preference to the redemption of any other Shares or other equity securities of the LLC.

(c) At least (30) days prior to each Redemption Date, the LLC shall send (via an internationally recognized overnight courier) a notice (a "***Redemption Notice***") to all holders of Preferred Shares setting forth (i) the Redemption Price for the Preferred Shares to be redeemed on such Redemption Date; and (ii) the Redemption Date and the place at which such holders may obtain payment of such Redemption Price upon surrender of their share certificates (if any).

(d) Each holder of Preferred Shares to be redeemed shall surrender such holder's certificates representing such Preferred Shares (if any) to the LLC in the manner and at the place designated in the Redemption Notice. The Redemption Price of the Preferred Shares to be redeemed hereunder shall be payable to the order of the person in whose name such Preferred Shares are owned as shown on the books and records of the LLC and each such redeemed Preferred Share shall be canceled. In the event less than all the Preferred Shares represented by such certificates (if any) are redeemed, a new certificate shall be issued representing the unredeemed Preferred Shares. If the Redemption Notice shall have been duly delivered, and if on the applicable Redemption Date the Redemption Price payable upon redemption of the Preferred Shares to be redeemed on such Redemption Date is paid or tendered for payment, then, notwithstanding that any certificates evidencing such Preferred Shares so called for redemption shall not have been surrendered, all rights with respect to such Preferred Shares shall forthwith terminate as of the Redemption Date except only the right of the holders to receive the aggregate Redemption Price without interest upon surrender of their certificate or certificates (if any) therefor (or such holder notifies the LLC that such certificates have been lost, stolen or destroyed and such holder executes an agreement to indemnify the LLC from any loss incurred by it in connection with such certificates).

ARTICLE V - Managers

5.01 Powers. The business of the LLC shall be managed by the Board which shall consist of one or more managers (individually, a "***Manager***" and collectively, the "***Managers***") as set forth in this Article V. The Board acting collectively as provided in this Agreement (but not any Manager acting individually) is hereby designated a "manager" of the LLC within the meaning of Section 18-101(10) of the Act. The Board shall exercise all the powers of the LLC except as otherwise provided by law or by this Agreement. In the event of a vacancy in the Board, the remaining Managers, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

5.02 Election and Qualification. Each Member shall vote all Voting Shares over which such Member has voting control, whether now owned or acquired hereafter and shall take all other necessary or desirable actions within his, her or its control and the LLC shall take all necessary or desirable actions within its control (including, without limitation, calling special Board and Member meetings), so as to cause:

(a) The authorized number of Managers on the Board to be established at nine (9).

(b) The following individuals to be elected to the Board at each meeting to elect, and pursuant to each consent executed for the purpose of electing, the members of the Board:

(i) two (2) individuals designated by the holders of a majority of the then outstanding Series A Preferred Shares (the "***Series A Managers***") (A) one of whom shall be designated by Canaan IX L.P. ("***Canaan***") and who initially shall be Dr. Tim Shannon (the "***Canaan Manager***") and (B) one of whom shall be designated by 5AM Ventures III, L.P. ("***5AM***") and who initially shall be Dr. Kush Parmar (the "***5AM Manager***");

(ii) two (2) individuals designated by the holders of a majority of the then outstanding Series B Preferred Shares (the "***Series B Managers***") (A) one of whom shall be designated by RA Capital Healthcare Fund, L.P. ("***RA Capital***") and who initially shall be Andrew Levin (the "***RA Capital Manager***") and (B) one of whom shall be designated by OrbiMed Private Investments VI, LP ("***OrbiMed***") and who initially shall be Stephen Squinto (the "***OrbiMed Manager***");

(iii) one (1) individual designated by the holders of a majority of the then outstanding Series C Preferred Shares (the "***Series C Manager***" and, together with the Series A Managers and the Series B Managers, the "***Preferred Managers***"), who shall be designated by Nextech V Oncology S.C.S., SICAV-SIF ("***Nextech***") and who initially shall be Jakob Loven;

(iv) one (1) individual designated by the holders of at least a majority of the then outstanding Common Shares, voting as a separate class, and who initially shall be Jonathan Soderstrom (the "***Common Manager***");

(v) the person then serving as the permanent Chief Executive Officer of the LLC, and who initially shall be Dr. John Houston (the "***CEO Manager***"), provided that if for any reason the CEO Manager shall cease to serve as the Chief Executive Officer of the LLC, each of the Members shall promptly vote their respective Shares (i) to remove the former Chief Executive Officer of the LLC from the Board if such person has not resigned as a member of the Board; and (ii) to elect such person's replacement as Chief Executive Officer of the LLC as the new CEO Manager; and

(vi) two (2) individuals not otherwise an Affiliate of the LLC or of any Investor (as hereinafter defined) who is acceptable to each of the other members of the Board (an "***Independent Manager***") and who initially shall be Brad Margus and Liam Ratcliffe. "***Investor***" means each person that holds Preferred Shares on the date hereof, each person that hereafter acquires Preferred Shares from the LLC and any Permitted Transferee (as defined in Section 23.02) of such person.

If (i) Canaan requests that the Canaan Manager be removed (with or without cause) by written notice to the LLC and the other Members, (ii) 5AM requests that the 5AM Manager be removed (with or without cause) by written notice to the LLC and the other Members, (iii) RA Capital requests that the RA Capital Manager be removed (with or without cause) by written notice to the LLC and the other Members, (iv) OrbiMed requests that the OrbiMed Manager be removed (with or without cause) by written notice to the LLC and the other Members, (v) Nextech requests that the Nextech Manager be removed (with or without cause) by written notice to the LLC and the other Members, (vi) the holders of at least a majority of the then outstanding Common Shares, voting as a separate class, request that the Common Manager be removed (with or without cause) by written notice to the LLC and the other Members or (vii) the holders of at

least a majority of the then outstanding Voting Shares request that an Independent Manager be removed (with or without cause) by written notice to the LLC and the other Members, then, in each such case, such Manager shall be removed from the Board and each Member shall vote all Voting Shares and all other voting securities of the LLC over which such Member has voting control to effect such removal or to consent in writing to effect such removal upon such request. In the event of any vacancy on the Board, all Members shall vote in favor of the filling of such vacancy with an individual designated by the Member or group of Members entitled to designate a Board member to fill such vacancy. All Members agree to execute any written consents required to perform their obligations under this Agreement, and the LLC agrees at the request of any party entitled to designate a Manager to call a special meeting of Members for the purpose of electing Managers.

5.03 Subsidiary Boards and Committees. The LLC shall cause the composition of the board of directors of each subsidiary of the LLC and of each committee thereof to, where the appropriate persons are willing to serve, be consistent with the composition of the Board and each corresponding committee thereof.

5.04 Rights and Powers of the Board. Subject to the compliance with Section 4.05 of this Agreement, the business and affairs of the LLC shall be conducted by or under the direction of the Board, who shall have and may exercise on behalf of the LLC all of its rights and powers under Section 1.02 or as provided by law including, without limitation, the right and power:

(a) to manage the business and affairs of the LLC and for this purpose to employ, retain or appoint any officers, employees, consultants, agents, brokers, professionals or other persons in any capacity for such compensation and on such terms as the Board deems necessary or desirable and to delegate to such persons such of its duties and responsibilities as the Board shall determine;

(b) to enter into, execute, deliver, acknowledge, make, modify, supplement or amend any documents or instruments in the name of the LLC;

(c) to borrow money or otherwise obtain credit and other financial accommodations on behalf of the LLC on a secured or unsecured basis and to perform or cause to be performed all of the LLC's obligations in respect of its indebtedness and any mortgage, lien or security interest securing such indebtedness; and

(d) to issue additional Shares or other rights or other interests in the LLC and to designate additional classes of interest in the LLC.

5.05 Reliance by Third Parties. Any person dealing with the LLC, the Managers or any Member may rely upon a certificate signed by all the Managers as to (a) the identity of any Managers or Members; (b) any factual matters relevant to the affairs of the LLC; (c) the persons who are authorized to execute and deliver any document on behalf of the LLC; or (d) any action taken or omitted by the LLC, the Managers or any Member.

5.06 Tenure. Except as otherwise provided by law or by this Agreement, Managers shall hold office until their successors are elected and qualified or until their earlier death, resignation or removal. Any Manager may resign by delivering his written resignation to the LLC. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

5.07 Meetings. Regular meetings of the Board may be held at such time, date and place as the Board may from time to time determine. Special meetings of the Board may be called, orally or in writing, by two or more Managers (or, if there is only one (1) Manager then in office, by such sole Manager), designating the time, date and place thereof. Managers may participate in meetings of the Board by means of conference telephone or similar communications equipment by means of which all Managers participating in the meeting can hear each other, and participation in a meeting in accordance herewith shall constitute presence in person at such meeting. The LLC shall reimburse the Managers for all reasonable out-of- pocket expenses incurred by them in connection with attendance at all meetings of the Board (including any meetings of committees of the Board) and the board of directors of each of the LLC's subsidiaries (including any meetings of committees thereof) or attending to other matters requested by the LLC.

5.08 Notice of Meetings. Notice of the time, date and place of all meetings of the Board shall be given to each Manager by the Secretary or Assistant Secretary, or in case of the death, absence, incapacity or refusal of such persons, by one of the Managers (in the case of a regular meeting) or by one of the Managers calling the meeting (in the case of a special meeting). Notice shall be given to each Manager by written notice delivered to his business or home address at least forty-eight (48) hours in advance of the meeting. Notice need not be given to any Manager if a written waiver of notice is executed by him before or after the meeting. A Manager's presence at a meeting shall constitute a waiver of notice unless such Manager notes at the outset of the meeting that he objects to lack of notice or improper notice. A notice or waiver of notice of a meeting of the Board need not specify the purposes of the meeting.

5.09 Quorum. At any meeting of the Board, the presence of at least a majority of the Managers (determined in accordance with Section 5.10) then in office shall constitute a quorum; provided, however, to the extent that any action to be taken by the Board at any meeting requires the express affirmative vote or consent of a majority of the Preferred Managers, the presence of a majority of such Preferred Managers shall be the necessary quorum for such action. Less than a quorum may adjourn any meeting from time to time and the meeting may be held as adjourned without further notice.

5.10 Action at Meeting. At any meeting of the Board at which a quorum is present, the authorization or approval of any designated matter or action that has been submitted to the Board for authorization or approval at such meeting by a majority of the Managers present at such meeting shall be the act of the Board (and such matter or action shall be duly authorized and approved) unless a larger number or other approval is required by law or by this Agreement; provided, however, that if the Managers present at such meeting are equally divided and unable to authorize or approve a designated matter or action that has been submitted to the Board for authorization or approval at such meeting, then, in each such case, the authorization or approval of such matter or action by a majority of the Preferred Managers present at such meeting shall be the act of the Board (and such matter or action shall be duly authorized and approved).

5.11 Action by Consent. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if a written consent thereto is signed or consented to by electronic transmission by all of the Managers and filed with the records of the meetings of the Board. Such consent shall be treated as a vote of the Board for all purposes.

5.12 Limitation of Liability of Managers. No Manager shall be obligated personally for any debt, obligation or liability of the LLC or of any Member, whether arising in contract, tort or otherwise, solely by reason of being or acting as Manager of the LLC. A Manager, solely in his, her or its capacity as a Manager, shall not be personally liable to the LLC or the Members for monetary damages for breach of fiduciary duty as a Manager, to the fullest extent permitted by applicable law, except for liability (a) for any breach of such Manager's duty of loyalty to the LLC or the Members, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law or (c) for any transaction from which such Manager derived any improper personal benefit. The LLC renounces, to the fullest extent permitted by law, any interest or expectancy of the LLC 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 Manager who is not an employee of the LLC or any of its subsidiaries or (ii) any holder of Preferred Shares or any partner, member, director, stockholder, employee or agent of any such holder, other than someone who is an employee of the LLC or any of its subsidiaries (collectively, "***Covered Persons***"), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person's capacity as a Manager.

5.13 No Agency or Authority. No Manager is an agent of the LLC solely by virtue of being a Manager, and unless expressly authorized to do so by the Board after the date hereof, no Manager has the authority to act for or to bind the LLC solely by virtue of being a Manager. Any Manager who takes any action or purports or attempts to bind the LLC in violation of this Section 5.13 shall be solely responsible for any loss and/or expense incurred by the LLC as a result of such unauthorized action, and such Manager shall indemnify and hold harmless the LLC with respect to such loss and/or expense.

5.14 No Liability for Election of Recommended Managers. No Member, nor any Affiliate of any such Member, shall have any liability solely as a result of designating a person for election as a Manager in accordance with the provisions of this Agreement for any act or omission by such designated person in his or her capacity as a Manager, nor shall any Member have any liability solely as a result of voting for any such Manager in accordance with the provisions of this Agreement.

5.15 Termination**.** The rights and obligations set forth in Sections 5.02 and 5.03 shall immediately terminate upon the earliest of (a) the closing of a QPO or (b) the consummation of a Sale Transaction.

ARTICLE VI - Officers

6.01 Enumeration. The Board may appoint, at any time, officers of the LLC (including, without limitation, a President and Chief Executive Officer, a Chief Financial Officer, a Secretary and such other officers including one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries, as the Board may determine) to exercise such powers and perform such duties as the Board designates.

6.02 Election. Officers may be chosen by the Board at the annual meeting or at any other meeting.

6.03 Qualification. No officer need be a Member or Manager. Any two or more offices may be held by the same person.

6.04 Tenure. Except as otherwise provided by the Act or by this Agreement, each of the officers of the LLC shall hold his or her office until his or her successor is elected and qualified or until his or her earlier death, resignation or removal. Any officer may resign by delivering his or her written resignation to the Board, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

6.05 Removal. The Board may remove any officer at any time with or without cause.

6.06 Vacancies. Any vacancy in any office may be filled by the Board.

6.07 President; Chief Executive Officer; and Chairman of the Board. The President and Chief Executive Officer shall, subject to the direction of the Board and Section 4.05, have general supervision and control over the personnel and operations of the LLC's business. Unless otherwise provided by the Board, the Chairman of the Board, if any, shall preside, when present, at all meetings of Members and of the Board. The initial Chairman of the Board shall be Dr. Tim Shannon.

6.08 Vice Presidents. Any Vice President shall have such powers and shall perform such duties as the Board may from time to time designate. Unless specifically authorized by the Board or the Chief Executive Officer, no Vice President shall be an agent of the LLC or have any right, power or authority to act for or to bind the LLC or to undertake or assume any obligation or responsibility of the LLC.

6.09 Chief Financial Officer and Assistant Treasurers. The Chief Financial Officer shall, subject to the direction of the Board, have general charge of the financial affairs of the LLC and shall cause to be kept accurate books of account. He or she shall have custody of all funds, securities, and valuable documents of the LLC, except as the Board may otherwise provide. Any Assistant Treasurer shall have such powers and perform such duties as the Board may from time to time designate.

6.10 Secretary and Assistant Secretaries. The Secretary shall record all the proceedings of the meetings of the Members and the Board (including committees of the Board) in books kept for that purpose. In his or her absence from any such meeting an Assistant Secretary, or if there is none or he or she is absent, a temporary secretary chosen at the meeting, shall record the proceedings thereof. The Secretary shall have such other duties and powers as may be designated from time to time by the Board or the Chief Executive Officer. Any Assistant Secretary shall have such powers and perform such duties as the Board may from time to time designate.

6.11 Other Powers and Duties. Subject to this Agreement, each officer of the LLC shall have in addition to the duties and powers specifically set forth in this Agreement, such duties and powers as are customarily incident to his or her office, and such duties and powers as may be designated from time to time by the Board.

ARTICLE VII - Indemnification

7.01 Indemnification of Managers and Officers. Except for claims as to which such Manager or officer has expressly agreed in writing to provide indemnity or has otherwise guaranteed any obligation of the LLC or any subsidiary of the LLC, the LLC shall indemnify, to the fullest extent permitted by the Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the LLC to provide broader indemnification rights than said law permitted the LLC to provide prior to such amendment) any person (an "***Indemnified Person***") who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether or not brought by or in the right of the LLC) (a "***Proceeding***") by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a Manager or officer of the LLC, or is or was serving at the request of the LLC as a director, manager or officer of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, against all liability, loss suffered, expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such Proceeding if he or her acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the LLC, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the LLC and, with respect to any criminal Proceeding, had reasonable cause to believe that his or her conduct was unlawful. Notwithstanding the foregoing, the LLC shall indemnify any such person seeking indemnification in connection with a Proceeding initiated by such person only if the initiation and continued prosecution of such action, suit or proceeding was authorized by the Board.

7.02 Indemnification of Employees and Agents. The Board, in its discretion, may authorize the LLC to indemnify any person who was or is a party or is threatened to be made a party to any threatened pending or completed Proceeding, whether civil, criminal, administrative or investigative (whether or not brought by or in the right of the LLC) by reason of the fact that he or she is or was an employee or agent of the LLC, or is or was serving at the request of the LLC as an employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such Proceeding if he acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the LLC and, with respect to any criminal Proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the LLC and, with respect to any criminal Proceeding, had reasonable cause to believe that his or her conduct was unlawful.

7.03 Indemnification Upon Successful Defense. Except for claims as to which such Manager, officer or employee has agreed to provide indemnity or has otherwise guaranteed any obligation of the LLC or any subsidiary of the LLC, notwithstanding the other provisions of this Article VII, to the extent that a Manager, officer or employee of the LLC has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 7.01 or 7.02 of this Agreement, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees and disbursements) and costs actually and reasonably incurred by such person in connection therewith.

7.04 Advance Payments. Expenses incurred in defending a civil or criminal Proceeding may be paid by the LLC in advance of the final disposition of such Proceeding, only as authorized by the Board in the specific case (including by one or more Managers who may be parties to such Proceeding), provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by or on behalf of the Manager, officer, employee or agent to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the LLC as authorized in this Article VII.

7.05 Non-Exclusive Nature of Indemnification. The indemnification provided herein shall not be deemed exclusive of any other rights to which any person, whether or not entitled to be indemnified hereunder, may be entitled under any statute, by-law, agreement, vote of Members or Managers or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Manager, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. Each person who is or becomes a Manager as aforesaid shall be deemed to have served or to have continued to serve in such capacity in reliance upon the indemnity provided for in this Article VII. The LLC hereby acknowledges that a Manager may have other sources of indemnification or insurance, whether currently in force or established in the future (collectively, the "***Outside Indemnitors***"). The LLC hereby agrees: (a) that it is the indemnitor of first resort (i.e., its obligations to the Manager are primary and any obligation of the Outside Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by the Manager are secondary); (b) that it shall be required to advance the full amount of expenses incurred by the Manager and shall be liable in full for all indemnifiable amounts to the extent legally permitted and as required hereby or any agreement between the LLC and the Manager, without regard to any rights the Manager may have against the Outside Indemnitors; and (c) that it irrevocably waives, relinquishes and releases the Outside Indemnitors from any and all claims against the Outside Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. The LLC further agrees that no advancement or payment by the Outside Indemnitors on behalf of the Manager with respect to any claim for which the Manager have sought indemnification from the LLC shall affect the foregoing and the Outside Indemnitors shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the Manager against the LLC. If for any reason a court of competent jurisdiction determines that the Outside Indemnitors are not entitled to the subrogation rights described in the preceding sentence, the Outside Indemnitors shall have a right of contribution by the LLC to the Outside Indemnitors with respect to any advance or payment by the Outside Indemnitors to or on behalf of an Indemnified Person. The LLC agrees that the Outside Indemnitors are express third party beneficiaries of the terms hereof.

7.06 Insurance. The LLC may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, purchase and maintain at the LLC's expense insurance (a) on behalf of any person who is or was a Manager, officer, employee or agent of the LLC, or is or was serving at the request of the LLC as a director, manager, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the LLC would have the power to indemnify him or her against such liability under the provisions of the Act (as presently in effect or hereafter amended) or this Agreement, and (b) to indemnify the LLC for any obligation which it incurs as a result of the indemnification of Managers, officers and employees under the provisions of this Article VII.

7.07 Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article VII shall not adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the time of such repeal or modification. The rights provided hereunder shall inure to the benefit of any Indemnified Person and such person's heirs, executors and administrators.

7.08 Subsequent Legislation. If the Act is amended after adoption of this Article VII to expand further the indemnification permitted to Indemnified Persons, then the LLC shall indemnify such persons to the fullest extent permitted by the Act, as so amended.

7.09 Savings Clause. If this Article VII or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the LLC shall nevertheless indemnify each Indemnified Person as to any reasonable expenses (including attorneys' fees), and any judgments, fines and amounts paid in settlement in connection with any action, suit, proceeding or investigation, whether civil, criminal or administrative, including an action by or in the right of the LLC, to the fullest extent permitted by any applicable portion of this Article VII that shall not have been invalidated and to the fullest extent permitted by applicable law.

7.10 Merger or Consolidation. If the LLC is merged into or consolidated with another entity and the LLC is not the surviving entity, the surviving entity shall assume the obligations of the LLC under this Article VII with respect to any action, suit, proceeding or investigation arising out of or relating to any actions, transactions or facts occurring prior to the date of such merger or consolidation.

7.11 Partial Indemnification. If an Indemnified Person is entitled under any provision of this Article VII to indemnification by the LLC for some or a portion of the expenses (including attorneys' fees), judgments, fines or amounts paid in settlement actually and reasonably incurred by him/her or on his/her behalf in connection with any action, suit, proceeding or investigation and any appeal therefrom but not, however, for the total amount thereof, the LLC shall nevertheless indemnify the Indemnified Person for the portion of such reasonable expenses (including attorneys' fees), judgments, fines or amounts paid in settlement to which the Indemnified Person is entitled.

ARTICLE VIII - Transactions with Interested Persons

No contract or transaction between the LLC and one or more of its Managers or Members, or between the LLC and any other corporation, partnership, association or other organization in which one or more of its Managers or Members have a financial interest or are directors, managers, partners, stockholders, members or officers, shall be voidable solely for this reason or solely because said Manager or Member was present at, or participated in, the authorization of such contract or transaction if:

(a) the material facts as to the relationship or interest of said Manager or Member and as to the contract or transaction were disclosed or known to the other Managers (if any) or the Members and the contract or transaction was authorized by the affirmative vote of at least a majority of the disinterested Managers (if any) even though the disinterested Managers may be less than a quorum or the contract or transaction was authorized by the affirmative vote of at least a majority of the Voting Shares held by the disinterested Members (if any) even though the disinterested Members may be less than a quorum; or

(b) the contract or transaction was fair to the LLC as of the time it was authorized, approved or ratified by the Board.

No Manager or Member interested in such contract or transaction, because of such interest, shall be considered to be in breach of this Agreement or liable to the LLC, any Manager or Member, or any other person or organization for any loss or expense incurred by reason of such contract or transaction or shall be accountable for any gain or profit realized from such contract or transaction.

ARTICLE IX - Capital Accounts, Contributions and Loans

9.01 Capital Accounts. A separate capital account (a "***Capital Account***") shall be maintained for each Member in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv), and this Section 9.01 shall be interpreted and applied in a manner consistent with said Section of the Treasury Regulations. Each Member's Capital Account (a) shall be increased by (i) the amount of money contributed by such Member to the LLC, (ii) the fair market value of property contributed by such Member to the LLC (net of liabilities secured by such contributed property that the LLC is considered to assume or take subject to under Code Section 752) and (iii) allocations to such Member of net income and any items of income or gain allocated to such Member pursuant to Article X and (b) shall be decreased by (i) the amount of money distributed to such Member by the LLC, (ii) the fair market value of property distributed to such Member by the LLC (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Code Section 752) and (iii) allocations to such Member of net losses and any items of loss or deduction allocated to such Member pursuant to Article X. Upon the disposition of any Shares, the Capital Account of the disposing Member that is attributable to such Shares shall carry over to the assignee in accordance with the provisions of Treasury Regulation Section 1.704-1(b)(2)(iv)(1). In accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(f), the LLC shall adjust the Capital Accounts of its Members to reflect revaluations (including any unrealized income, gain or loss) of the LLC property (including

intangible assets such as goodwill), whenever it issues additional interests in the LLC (including any interests with a zero initial Capital Account), whenever it redeems interests in the LLC, whenever the adjustments would otherwise be permitted under such Treasury Regulations or as provided in Section 3.01(c)(vi). In the event that the Capital Accounts of the Members are so adjusted, (1) the Capital Accounts of the Members shall be adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization and gain or loss, as computed for book purposes, with respect to such property and (2) the amount of upward and/or downward adjustments to the book value of the LLC property shall be treated as net income, net loss, gross income, gain, gross deduction and/or gross loss for purposes of applying the allocation provisions of Article X.

9.02 Contributions. Each Member has made the contribution to the capital of the LLC (each, a "***Contribution***") as reflected on the LLC's books and records. The value of all non-cash Contributions made by Members shall be determined by the Board and shall be set forth in the LLC's books and records. No Member shall be entitled to any interest or compensation with respect to its Contribution or any services rendered on behalf of the LLC except as specifically provided in this Agreement or approved by the Board. No Member shall have any liability for the repayment of the Contribution of any other Member and each Member shall look only to the assets of the LLC for a return of his, her or its Contribution.

ARTICLE X - Allocations

10.01 Allocation of Net Income. Subject to Sections 10.04 through 10.18, net income for any fiscal year or portion thereof shall be allocated among the Members as follows:

(a) First, to the Members until the aggregate allocations of net income to such Members pursuant to this Section 10.01(a) are equal to the aggregate allocations of net loss to such Members pursuant to Section 10.02(c), in proportion to such unoffset net losses;

(b) Thereafter, to the Members until the aggregate allocations of net income to such Members pursuant to this Section 10.01(b) are equal to the aggregate allocations of net loss to such Members pursuant to Section 10.02(b), in proportion to such unoffset losses;

(c) Thereafter, to the holders of the Preferred Shares until the aggregate allocations of net income to such holders pursuant to this Section 10.01(c) are equal to the aggregate allocations of net loss to such holders pursuant to Section 10.02(a) (in proportion to such unoffset net losses) to the extent such allocations of net loss caused the Capital Accounts of such holders to be less than the sum of (i) the aggregate Series A Preference Amount in respect of all of the Series A Preferred Shares held by such holders, (ii) the aggregate Series B Preference Amount in respect of all of the Series B Preferred Shares held by such holders and (iii) the aggregate Series C Preference Amount in respect of all of the Series C Preferred Shares held by such holders; and

(d) Thereafter, to the Members in proportion to the number of Shares held by such Members (with each Preferred Share treated as the number of Common Shares into which such Preferred Share is then convertible).

10.02 Allocation of Net Loss. Subject to Sections 10.03 through 10.18, net loss for any fiscal year or portion thereof shall be allocated among the Members as follows:

(a) First, to the holders of Preferred Shares in proportion of the number of Preferred Shares held by such holders to the extent of their positive Capital Account balances;

(b) Thereafter, to the Members in proportion to the number of Shares held by such Members (with each Preferred Share treated as the number of Common Shares into which such Preferred Share is then convertible) to the extent of their positive Capital Account balances; and

(c) Thereafter, to the Members in proportion to the number of Shares held by such Members (with each Preferred Share treated as the number of Common Shares into which such Preferred Share is then convertible).

10.03 Loss Limitation. Net loss allocated pursuant to Section 10.02 shall not exceed the maximum amount of net loss that can be allocated without causing or increasing a deficit balance in any Member's Capital Account (in excess of such Member's obligation to restore a deficit in its Capital Account, including any deemed obligation pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5)). In the event that some but not all of the Members would have deficit balances in their Capital Accounts as a consequence of allocations of net loss pursuant to Section 10.02 in excess of the amount, if any, permitted under the preceding sentence, the limitation set forth in this Section 10.03 shall be applied on a Member by Member basis, and net loss not allocable to any Member as a result of this limitation shall be allocated to the other Members in proportion to the positive balances of such Members' Capital Accounts so as to allocate the maximum amount of net loss to each Member under Treasury Regulations Section 1.704-1(b)(2)(ii)(d). In making the foregoing determination, a Member's Capital Account shall be reduced by the amounts described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6).

10.04 Allocations Upon Conversion. Notwithstanding any other provision of this Article X (except Sections 10.06 through 10.12), in the year of a conversion of Preferred Shares into Common Shares under Section 4.03 and immediately prior to such conversion, net income (or, if applicable, net loss) shall first be allocated to the holder of Preferred Shares so converting, pro rata in proportion to such Preferred Shares being converted until the Capital Account balance attributable to each such Preferred Share being converted is equal to the aggregate Capital Account balance attributable to all Common Shares outstanding divided by the number of Common Shares multiplied by the number of Common Shares into which such Preferred Shares are convertible. If net income (or, if applicable, net loss) in any year is insufficient to make the full allocation provided for in the preceding sentence, then, in lieu of such special allocation of net income (or, if applicable, net loss) provided for in the preceding sentence, items of gross income (or, if applicable, gross deductions) shall be allocated to the holders of Preferred Shares and, if such gross items are insufficient to make the full required allocation, items of gross deductions (or, if applicable, gross income) shall be made to the holders of Common Shares pro rata in proportion to such Common Shares outstanding. If (a) in any year gross items are insufficient to make the full allocation provided in this Section 10.04 and (b) the LLC's federal income tax return for the immediately preceding year has not yet been filed, in each case determined as of the event giving rise to such allocation, then any such shortfall shall be taken

into account in such immediately preceding year rather than in the current year as an allocation to be made under this Section 10.04. Immediately after any conversion under Section 4.03, the Capital Account balances of the Preferred Shares shall be allocated to the holders of the Common Shares received upon such a conversion, pro rata in proportion to such Common Shares.

10.05 Allocations Upon Liquidation or Sale. Notwithstanding any other provision of this Article X (except Sections 10.06 through 10.12), in the year in which the LLC liquidates (within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g)), or sells all or substantially all of the assets of the LLC, or recapitalizes, net income shall first be allocated to the holders of Shares to eliminate any deficit balance in a Member's Capital Account and thereafter net income (or net loss) shall be allocated to the Capital Account balances of the Members so as to permit liquidating distributions in accordance with Section 11.04. If net income (or, if applicable, net loss) in any year is insufficient to make the full allocation provided for in the preceding sentence, then, in lieu of such special allocation of net income (or, if applicable, net loss) provided for in the preceding sentence, items of gross income (or, if applicable, gross deductions) shall be allocated to the holders of Shares to the extent required to satisfy the preceding sentence. If (a) in any year gross items are insufficient to make the full allocation provided in this Section 10.05 and (b) the LLC's federal income tax return for the immediately preceding year has not yet been filed, in each case determined as of the event giving rise to such allocation, then any such shortfall shall be taken into account in such immediately preceding year rather than in the current year as an allocation to be made under this Section 10.05.

10.06 Qualified Income Offset. Any Member who unexpectedly receives an adjustment, allocation or distribution described in Treasury Regulations Section l.704-1(b)(2)(ii)(d)(4), (5) or (6) that causes or increases a deficit balance in its Capital Account in excess of any obligation to restore a deficit balance in its Capital Account (including a deemed deficit restoration obligation pursuant to Treasury Regulations Sections 1.704-2(g)(1) and (i)(5), and adjusted as provided in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)) shall be allocated items of income and gain in an amount and manner sufficient to eliminate, to the extent required by the Treasury Regulations, such deficit balance as quickly as possible. This Section 10.06 is intended to comply with the alternate test for economic effect set forth in Treasury Regulations Section l.704-l(b)(2)(ii)(d) and shall be interpreted and applied in a manner consistent therewith.

10.07 Gross Income Allocation. In the event any Member has a deficit Capital Account at the end of any year which is in excess of the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of LLC income and gain in the amount of such excess as quickly as possible, provided that an allocation pursuant to this Section 10.07 shall be made only if and to the extent that such Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article X have been made as if Section 10.06 and this Section 10.07 were not in the Agreement.

10.08 Nonrecourse Deductions. Nonrecourse Deductions shall be allocated among the Members in accordance with Sections 10.02 and 10.10. For purposes of this Section 10.08, the term "Nonrecourse Deductions" shall have the meaning set forth in Treasury Regulations Section 1.704-2(b)(1).

10.09 LLC Minimum Gain Chargeback. Notwithstanding any other provisions of this Article X, in the event there is a net decrease in LLC Minimum Gain during an LLC fiscal year, the Members shall be allocated items of income and gain in accordance with Treasury Regulations Section 1.704-2(f). For purposes of this Article X, the term "***LLC Minimum Gain***" shall have the meaning for "partnership minimum gain" set forth in Treasury Regulations Section 1.704-2(b)(2), and any Member's share of LLC Minimum Gain shall be determined in accordance with Treasury Regulations Section 1.704-2(g)(1). This Section 10.09 is intended to comply with the minimum gain chargeback requirement of Treasury Regulations Section 1.704- 2(f) and shall be interpreted and applied in a manner consistent therewith.

10.10 Member Nonrecourse Debt. Notwithstanding any other provisions of this Article X, to the extent required by Treasury Regulations Section 1.704-2(i), any items of income, gain, deduction and loss of the LLC that are attributable to a nonrecourse debt of the LLC that constitutes Member Nonrecourse Debt (including chargebacks of "partner nonrecourse debt minimum gain" (as used in the Code) (the "***Member Nonrecourse Debt Minimum Gain***")) shall be allocated in accordance with the provisions of Treasury Regulations Section 1.704-2(i). For purposes of this Article X, the term "***Member Nonrecourse Debt***" shall have the meaning for "partner nonrecourse debt" set forth in Treasury Regulations Section 1.704-2(b)(4). This Section 10.10 is intended to satisfy the requirements of Treasury Regulations Section 1.704-2(i) (including the partner nonrecourse debt chargeback requirements) and shall be interpreted and applied in a manner consistent therewith.

10.11 Member Minimum Gain Chargeback. Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Article X, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any fiscal year, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of LLC income and gain for such fiscal year (and, if necessary, subsequent fiscal years) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt determined in accordance with Treasury Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 10.11 is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

10.12 Curative Allocations. The allocations set forth in Sections 10.06 through 10.11 (the "***Regulatory Allocations***") are intended to comply with the requirements of Treasury Regulations Sections 1.704-1(b) and 1.704-2. Notwithstanding any other provisions of this Article X (other than the Regulatory Allocations), the Regulatory Allocations shall be taken into account in allocating other items of income, gain, deduction and loss among the Members so that, to the extent possible, the net amount of such allocations of other items and the Regulatory

Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not occurred. This Section 10.12 shall be interpreted and applied in such a manner and to such extent as is reasonably necessary to eliminate, as quickly as possible, permanent economic distortions that would otherwise occur as a consequence of the Regulatory Allocations in the absence of this Section 10.12.

10.13 Distributions of Nonrecourse Liability Proceeds. If, during a taxable year, the LLC makes a distribution to any Member that is allocable to the proceeds of any nonrecourse liability of the LLC that is allocable to an increase in LLC Minimum Gain pursuant to Treasury Regulations Section 1.704-2(h), then the LLC shall elect, to the extent permitted by Treasury Regulations Section 1.704-2(h)(3), to treat such distribution as a distribution that is not allocable to an increase in LLC Minimum Gain.

10.14 Allocation of Debt. For tax purposes, the indebtedness of the LLC shall be allocated among the Members under Code Section 752.

10.15 Compliance with Code Section 704(b). The allocation provisions contained in this Article X are intended to comply with Code Section 704(b) and the Treasury Regulations promulgated thereunder and shall be interpreted and applied in a manner consistent therewith.

10.16 Section 704(c). In accordance with Section 704(c) of the Code and the Treasury Regulations promulgated thereunder, property contributed to the LLC, which at the time of contribution has a fair market value as reflected in the Capital Account of the contributing Member in excess of its adjusted tax basis, is treated as Section 704(c) property. Items of income, gain, loss, and deduction with respect to any Section 704(c) property shall solely for Federal income tax purposes be allocated among the Members so as to take into account any variation between the adjusted tax basis of the property contributed to the LLC and its initial fair market value. The method for allocating such items of income, gain, loss, and deduction shall be the "traditional method" described in Treasury Regulation Section 1.704-3(b). In the event the book value of any property of the LLC is adjusted pursuant to this Agreement, allocations of income, gain, loss, and deduction and credit with respect to such property shall take into account any variation between the adjusted price of such property for Federal income tax purposes and its fair market value in the same manner as under Section 704(c) of the Code and the Treasury Regulations promulgated thereunder.

10.17 Forfeiture Allocations. If allocations have been made to a Capital Account of an Incentive Member with respect to the Incentive Member's Unvested Incentive Shares and any portion of such Unvested Incentive Shares is forfeited or the ownership thereof does not completely vest in accordance with the instrument under which the Unvested Incentive Shares were issued, then the "forfeiture allocations" described in Proposed Treasury Regulations Sections 1.704-1(b)(4)(xii)(c) and 1.704-1(b)(4)(xii)(d), or as otherwise provided in the Proposed Rules, may be made to the Incentive Member's Capital Account in the manner described therein so that allocations of the LLC's net income, net loss and separate items thereof have economic effect as required by Section 704(b) of the Code.

10.18 Determinations. For purposes of this Agreement, “net income” and “net losses” shall be determined in a manner that is consistent with Section 703 of the Code and shall be adjusted to the extent necessary to reflect the requirements of Sections 704 and 705 of the Code and the Treasury Regulations promulgated thereunder (including without limitation, the requirements of Section 704(c) and the “substantial economic effect” safe harbor). Any elections or other decisions relating to Capital Accounts and tax allocations shall be made by the LLC in any manner that reasonably reflects the purpose and intent of this Agreement.

ARTICLE XI - Distributions

11.01 Distribution of LLC Funds.

(a) Subject to Section 4.05, the Members shall be entitled to receive distributions only (i) when determined by the Board, (ii) as contemplated by Section 11.03 or (iii) as contemplated by Sections 4.02 and 11.04 upon a liquidation or dissolution of the LLC. To the extent that the Board determines that any distributions shall be made to the Members other than the distribution of Non-Cumulative Dividends pursuant to Section 4.01(a) or distributions pursuant to Section 11.03 or 11.04, such distributions shall be distributed to the Members in the following order of priority:

(i) First, to the holders of the Preferred Shares, pro rata in proportion to (1) the aggregate Series A Preference Amount in respect of all of the Series A Preferred Shares held by such holders, (2) the aggregate Series B Preference Amount in respect of all of the Series B Preferred Shares held by such holders and (3) the aggregate Series C Preference Amount in respect of all of the Series C Preferred Shares held by such holders until the LLC has made aggregate distributions in respect of such Preferred Shares such that the aggregate unpaid Series A Preference Amount in respect of such Series A Preferred Shares, the aggregate unpaid Series B Preference Amount in respect of such Series B Preferred Shares and the aggregate unpaid Series C Preference Amount in respect of such Series C Preferred Shares is equal to $0; and

(ii) Thereafter, to the Members in proportion to the number of Shares held by such Members (with each Preferred Share treated as the number of Common Shares into which such Preferred Share is then convertible); provided, however, that any such distributions to Incentive Members shall be subject to Section 11.05.

(b) No Member shall be entitled to any distribution or payment with respect to its interest in the LLC except as set forth in this Agreement. Distributions may be limited and repayable as provided in the Act.

11.02 Amount Withheld. The LLC is authorized to withhold from distributions or with respect to allocations and pay over to any federal, state, local or foreign government any amounts required to be withheld with respect to any Member pursuant to any provisions of federal, state, local or foreign law. All amounts so withheld shall be treated as amounts distributed to the Members pursuant to Section 11.01 of this Agreement. To the extent any amount withheld with respect to a Member pursuant to this Section 11.02 for any year exceeds the amount distributable to such Member for such year, such Member shall repay such excess to the LLC within ten (10) days after such Member receives written notice from the LLC of the amount of such excess. The LLC will withhold, from all payments owed to each Member hereunder, United States federal withholding taxes as required by applicable law unless the LLC has received from such Member proof, satisfactory to the LLC in its reasonable discretion, that payment to such Member is

exempt from withholding taxes or subject to a reduced treaty rate as documented on a U.S. Treasury Form W-9, W-8ECI, or W-8BEN, as the case may be. Each such Member shall provide such documentation to the LLC within fifteen (15) days after the date of this Agreement or prior to any distribution made to such Member.

11.03 Tax Distributions.

(a) Notwithstanding Section 11.01 hereof, within ten (10) days after March 31, May 31, August 31 and December 31 of each fiscal year (each, a "***Tax Quarter***"), the Board shall (i) estimate the amount of taxable income of the LLC allocable to each Member (for avoidance of doubt, disregarding all deductions, credits, tax benefits, etc. personal to such Member, including any such items arising pursuant to the operation of Code Section 743) for federal income tax purposes for the period beginning on the first day of the fiscal year through the end of such Tax Quarter and (ii) to the extent that funds are legally available therefor, advance to each Member, other than a tax-exempt Member, an aggregate amount equal to the product of (A) the net taxable income, if any, of the LLC for such Tax Quarter allocable to such Member, times (B) the highest applicable effective marginal Federal and state income tax rate for either an individual or a corporation which is domiciled in Connecticut and assuming all income is allocated to Connecticut. All amounts so advanced shall be treated as amounts distributed to the Member pursuant to Section 11.01, and shall be reduced by any amount withheld with respect to the Member pursuant to Section 11.02.

(b) If the LLC does not have funds legally available to distribute on a timely basis the full tax distributions that would otherwise be required pursuant to Section 11.03(a) above, then: (i) such tax distributions shall be made to the Members in proportion to the tax distributions they would receive had the full amount of funds been available; and (ii) the unpaid amount shall carry forward and be paid by the LLC as soon as the LLC has funds legally available.

11.04 Distribution Upon Liquidation or Dissolution. In the event the LLC (or a Member's interest therein) is "liquidated" within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g), subject to the prior payment of all liabilities of the LLC, subject to Section 11.5 with respect to distributions to Incentive Members, all distributions shall be made pursuant to this Section 11.04 to the Members (or such Member, as appropriate) in accordance with their positive Capital Account balances pursuant to Treasury Regulations Section 1.704-1(b)(2)(ii)(*b*)(*2*). The parties to this Agreement intend that the allocation provisions contained in this Agreement shall produce final Capital Account balances of the Members that will permit liquidating distributions to be made to the Members pursuant to Section 4.02. To the extent that the allocation provisions contained in this Agreement (including, without limitation, Section 10.05) fail to produce such final adjusted Capital Account balances, (a) such provisions shall be amended if and to the extent necessary to produce such result, (b) net income and net losses of the LLC (or items of gross income and deduction of the LLC) shall be allocated by the LLC among the Members for current and future years and (c) the provisions of this sentence shall control notwithstanding any reallocation or adjustment of net income or net loss (or items thereof) by the Internal Revenue Service or other taxing authority.

11.05 Distributions on Account of Unvested Shares; Participation Thresholds.

(a) Notwithstanding the provisions set forth in Section 11.01 and Section 11.04, no distribution, other than a distribution made in accordance with Section 11.03, shall be made to an Incentive Member with respect to Unvested Incentive Shares held by such Incentive Member. Any amount that would otherwise be distributed to an Incentive Member pursuant to Section 11.01 but for the application of the preceding sentence shall instead be retained by the LLC and paid to such Member if, as and when the Unvested Incentive Shares to which such retained amount relates vests pursuant to the terms of the applicable Award Agreement and the Incentive Plan. If any Unvested Incentive Share ceases to vest or is cancelled, forfeited, repurchased or otherwise acquired by the LLC prior to vesting, all amounts retained by the LLC pursuant to this Section 11.05(a) on account of such Unvested Incentive Share shall be distributed among the holders of the remaining outstanding Shares pursuant to Section 11.01.

(b) No amount shall be distributed with respect to any particular Incentive Share under Section 4.02, Section 11.01 or Section 11.04 unless and until the cumulative amount that would be (or has been) distributed in respect of all Shares subsequent to the issuance of such Incentive Share exceeds the amount of such Incentive Share's Participation Threshold and, until such time, the distributions under Section 4.02, Section 11.01 and Section 11.04 shall not take into account such Incentive Share (and such amount will be distributed to all other holders of Shares as if such Incentive Share were not outstanding).

ARTICLE XII - Transfers of Shares

12.01 Transfers by Members.

(a) Notice of Transfer. If any Member (the "***Transferring Member***") proposes to directly or indirectly sell, assign, exchange, convey, gift, transfer by bequest, devise or otherwise transfer in any manner (a "***Transfer***") all or any portion of his, her or its Shares (the "***Transfer Securities***"), then the Transferring Member shall promptly give written notice (the "***Notice***"), simultaneously to the LLC and to each of the Investors. The Notice shall describe in reasonable detail the proposed Transfer including, without limitation, the number and type of Transfer Securities, the nature of such Transfer, the consideration to be paid, the proposed date of consummation of such Transfer and the name and address of each prospective purchaser or transferee and shall be accompanied by copies of all material proposed agreements relating to such proposed Transfer. In the event that the Transfer is being made pursuant to the provisions of Section 12.02, the Notice shall state under which provision the Transfer is being made. No Transfer of Incentive Shares shall be permitted unless such Transfer is approved by the Board.

(b) Right of First Refusal. Except for Transfers permitted by Section 12.02, with respect to any proposed Transfer by the Transferring Member of Transfer Securities, the LLC shall have the right, exercisable upon written notice to the Transferring Member within ten (10) days after the receipt of the Notice, to purchase all or any portion of the Transfer Securities subject to the Notice on the same material terms and conditions (including the price) as set forth therein. The LLC's purchase right shall be exercised by written notice signed by an officer of the LLC authorized by the Board and delivered to the Transferring Member proposing to Transfer the Transfer Securities and to each of the other Members. The LLC shall effect the purchase of such Transfer Securities subject to a Notice, including payment of the purchase price, within sixty (60) days after (i) if such Transfer Securities are certificated, such date that the

Transferring Member shall deliver to the LLC the certificate(s) (if any) representing the Transfer Securities to be purchased by the LLC, each certificate to be properly endorsed for transfer, or (ii) if such Transfer Securities are not certificated, such date of LLC's delivery of exercise notice to the applicable Transferring Member. The Transfer Securities so purchased shall thereupon be cancelled and cease to be issued and outstanding.

(c) Right of Second Refusal.

(i) In the event that the LLC does not elect to purchase all of the Transfer Securities available pursuant to its rights under Section 12.01(b) within the period set forth therein, the LLC shall promptly give a written notice to the Transferring Member and the Investors (the "***Second Notice***") that shall set forth the Transfer Securities subject to a Notice not purchased by the LLC and that shall include the terms of the Notice set forth in Section 12.01(a). Each Investor shall then have the right, exercisable upon written notice to the applicable Transferring Member within ten (10) days after the receipt of the Second Notice, to purchase such Investor's *pro rata* share (as determined pursuant to Section 12.01(c)(ii)) of the Transfer Securities subject to the Second Notice on the same material terms (including the price) and conditions as set forth therein.

(ii) The *pro rata* share of each Investor shall be equal to the product obtained by multiplying (x) the aggregate number of Transfer Securities covered by the Second Notice and (y) a fraction, the numerator of which is the number of Investor Shares (as hereinafter defined) held by such Investor at the time of the Transfer and the denominator of which is the total number of Investor Shares held by all Investors at the time of the Transfer. "***Investor Shares***" means the Common Shares issued or issuable upon conversion of the Preferred Shares.

(iii) In the event that not all of the Investors elect to purchase their full *pro rata* share (as determined pursuant to Section 12.01(c)(ii)) of the Transfer Securities available pursuant to their rights under Section 12.01(c)(i) within the time period set forth therein, then the Transferring Member shall promptly give written notice (the "***Oversubscription Notice***") to each of the Investors who has so elected to exercise its full *pro rata* share of the Transfer Securities available in accordance with Section 12.01(c)(i) (the "***Participating Members***") which Oversubscription Notice shall set forth the Transfer Securities not purchased by the other Investors, and shall offer such Participating Members the right to acquire such unsubscribed Transfer Securities. Each Participating Member shall have ten (10) days after receipt of the Oversubscription Notice (the "***Oversubscription Period***") to notify the Transferring Member of its election to purchase all or any portion of the unsubscribed Transfer Securities on the same terms and conditions as set forth in the Second Notice. If, as a result thereof, the Participating Members elect to purchase more than the total number of unsubscribed Transfer Securities available for purchase, the number of unsubscribed Transfer Securities to be purchased by each Participating Member shall be proportionately reduced based on such Participating Member's *pro rata* share of the unsubscribed Transfer Securities, or as otherwise agreed amongst themselves. Each Participating Members' *pro rata* share for purposes of the immediately preceding sentence shall be equal to the product obtained by multiplying (x) the aggregate number of unsubscribed Transfer Securities covered by the Oversubscription Notice and (y) a fraction, the numerator of which is the number of Investor Shares owned by such Participating Member at the time of the Transfer and the denominator of which is the total

number of Investor Shares owned by all of the Participating Members at the time of the Transfer. The Participating Members (including the Participating Members who elect to oversubscribe in accordance with this Section 12.01(c)(iii)) shall effect the purchase of the Transfer Securities, including payment of the purchase price, within sixty (60) days after (i) if the Transfer Securities are certificated, such date that the Transferring Member shall deliver to the appropriate Participating Member the certificate(s) (if any) representing the Transfer Securities to be purchased by the Participating Members, each certificate to be properly endorsed for transfer or (ii) if the Transfer Securities are not certificated, the applicable expiration date of such Participating Member's Oversubscription Period.

(d) Sale of Unpurchased Securities.

(i) If the LLC and/or the Participating Members elect to purchase all of the Transfer Securities that are the subject of the Notice and/or the Second Notice, the Transferring Member shall honor their elections to purchase and consummate the sale or sales of the Transfer Securities on terms set forth in the Notice and/or the Second Notice, as applicable. If the LLC and/or the Participating Members do not elect to purchase all of the Transfer Securities that are the subject of the Notice and/or the Second Notice or if they elect to purchase all of such Transfer Securities, but such purchases are not consummated at the closings scheduled therefor (such Transfer Securities not so purchased being the "***Unpurchased Securities***"), then the Transferring Member shall be entitled to sell all of such Unpurchased Securities to the proposed third party purchaser pursuant to the terms set forth in the Notice and/or the Second Notice, as applicable, subject to the provisions of Section 12.01(e). Any proposed Transfer to a third party purchaser that is not consummated within sixty (60) days after the later of the expiration of the latest-to-expire ten-day period specified in Section 12.01(c)(i) or (iii), as the case may be, and the ten-day period specified in Section 12.01(e)(i), or any proposed Transfer on terms and conditions more favorable to the proposed transferee than those described in the Notice shall again be subject to the rights of the LLC and the other Members in Section 12.01(b) and Section 12.01(c) (the "***First Refusal Rights***") and, if applicable, the rights of the Investors in Section 12.01(e) (the "***Co-Sale Rights***").

(ii) If all or part of the purchase price as stated in the Notice consists of consideration other than cash, then the LLC and the Participating Members shall have the right to purchase the Transfer Securities for cash consideration equal to the sum of the cash consideration, if any, specified in such Notice, plus the fair market value of the non-cash consideration as determined in good faith by the Board.

(e) Right of Co-Sale.

(i) In the event that the LLC and/or the Investors do not elect to purchase all of the Transfer Securities pursuant to Sections 12.01(b) and 12.01(c), the Transferring Member shall deliver to the LLC and each Investor written notice (the "***Co-Sale Notice***") that each Investor shall have the right, exercisable upon written notice (the "***Co-Sale Response***") to the Transferring Member within ten (10) days after receipt of the Co-Sale Notice, to participate in such Transfer of the Transfer Securities on the same terms and conditions. Such Co-Sale Response shall indicate the number of Shares such Investor desires to sell under such Investor's right to participate. To the extent one or more of the Investors exercise such right of participation in accordance with the terms and conditions set forth below, the number of Transfer Securities that the Transferring Member may sell in the transaction shall be correspondingly reduced.

(ii) Each Investor may sell all or any part of its Shares equal to the product obtained by multiplying (A) the aggregate number of Transfer Securities covered by the Co-Sale Notice (calculated on a Fully-Diluted Basis) by (B) a fraction the numerator of which is the number of Voting Shares owned by such Investor immediately prior to the Transfer (calculated on a Fully-Diluted Basis) and the denominator of which is the sum of (1) the number of Voting Shares owned by the Transferring Member and (2) the number of Voting Shares owned by all of the electing Investors immediately prior to the Transfer (calculated on a Fully- Diluted Basis).

(iii) Each Investor who elects to participate in the Transfer pursuant to this Section 12.01(e) shall effect its participation in the Transfer by promptly delivering in escrow to the LLC for transfer on behalf of such Investor to the prospective purchaser one or more certificates (if any), properly endorsed for transfer, which represent the number of Shares that such Investor elects to sell, provided, however, that if the Shares are not certificated, then each Investor shall effect its participation by delivering written notice to the LLC and the Transferring Member.

(iv) The certificate or certificates (if any) that the Investor delivers to the LLC pursuant to Section 12.01(e)(iii) shall be transferred to the prospective purchaser on consummation of the sale of Transfer Securities pursuant to the terms and conditions specified in the Co-Sale Notice, and the LLC shall concurrently therewith remit to such Investor that portion of the sale proceeds to which such Investor is entitled by reason of its participation in such sale. To the extent that any prospective purchaser or purchasers prohibits such assignment or otherwise refuses to purchase Shares or other securities from an Investor exercising its Co-Sale Rights hereunder, the Transferring Member shall not sell to such prospective purchaser or purchasers any Transfer Securities unless and until, simultaneously with such sale, such Transferring Member shall purchase such Shares or other securities from such Investor on the same terms and conditions specified in the Co-Sale Notice; provided, however, if such sale constitutes a Sale Transaction, the portion of the aggregate consideration paid by the Selling Stockholder to such participating Investor(s) shall be made in accordance with Section 12.04(e)(ix).

(v) The exercise or non-exercise of the rights of the Investors hereunder to participate in one or more Transfers of Transfer Securities made by the Transferring Member shall not adversely affect their rights to participate in subsequent Transfers of Shares.

(vi) If none of the Investors elects to participate in the sale of Transfer Securities subject to the Co-Sale Notice, the Transferring Member may, not later than thirty (30) days following delivery to the LLC of the Co-Sale Notice, enter into an agreement providing for the closing of the Transfer of the Transfer Securities covered by the Co-Sale Notice within ten (10) days of such agreement on terms (including the price) and conditions not more materially favorable to the transferor than those described in the Co-Sale Notice. Any proposed Transfer on terms and conditions more favorable to the proposed transferor than those described in the Co-Sale Notice, as well as any subsequent proposed Transfer of any Shares by the Transferring Member, shall again be subject to the Co-Sale Rights of the Investors and shall require compliance by the Transferring Member with the procedures described in this Section 12.01(e).

(vii) Any participating Investor may withdraw from exercising such participating Investor's right of co-sale under this Section 12.01(e) in connection with a proposed Transfer at any time prior to the consummation of such Transfer, in which case the number of Transfer Securities that the Transferring Member may sell in the proposed Transfer shall be correspondingly increased to give effect to the non-participation of such participating Investor.

(viii) Subject to Section 12.01(e)(ix), the aggregate consideration payable to the participating Investors and the Transferring Member shall be allocated based on the number of Transfer Securities sold to the prospective transferee by each participating Investor and the Transferring Member, provided that, if a participating Investor wishes to sell Preferred Shares, the price set forth in the Co-Sale Notice shall be appropriately adjusted based on the conversion ratio of such Preferred Shares into Common Shares.

(ix) In the event that the proposed Transfer constitutes a Sale Transaction, the terms of the agreement related to such Transfer shall provide that the aggregate consideration from such Transfer shall be allocated to the participating Investors and the Transferring Member in accordance with Section 11.04.

(f) Termination. The rights and obligations set forth in this Section 12.01 shall not apply in connection with, and shall immediately terminate upon, the date of the closing of a Sale Transaction.

(g) Assignment of First Refusal Rights. The LLC hereby agrees that to the extent that it has any right of first refusal under any agreement or understanding other than this Agreement on any Transfers of Shares, it shall not assign such right to any person except to the Investors on a ratable basis (based on the number of Investor Shares held by each Investor immediately prior to such Transfer).

12.02 Permitted Transfers. Notwithstanding the foregoing, the First Refusal Rights and the Co-Sale Rights in Section 12.01 shall not apply to any Transfer by a Member to (a) any parent, spouse, descendant (whether natural or adopted) or sibling of, or trust or other vehicle formed solely for the benefit of and controlled by, such Member and/or any one or more of them (a "***Family Member***") or any Affiliate, partner, member, stockholder or other equity holder of such Member, (b) any pledge of Shares made pursuant to a bona fide loan transaction that creates a mere security interest, (c) any bona fide gift, (d) in the case of Connecticut Innovations, Incorporated ("***CII***"), upon a transfer by CII to a Permitted CII Transferee (as defined below), or (e) to a repurchase of Shares from a Member by the LLC; provided that the transferor shall inform the LLC, the Investors and the holders of Preferred Shares of such Transfer prior to effecting it and the transferee shall furnish the LLC, the Investors and such holders with a written agreement to be bound by and comply with all provisions of this Agreement (any such transferee described in foregoing clauses (a)-(e) being a "***Permitted Transferee***"); and, provided, further, in the case of any (x) Transfer to a Family Member or (y) bona fide gift, that such Transfer is made pursuant to a transaction in which there is no consideration actually paid for such Transfer. Notwithstanding anything to the contrary herein, the provisions of Section 12.01 shall not apply

to the sale of any Shares to the public in an offering pursuant to an effective registration statement under the Securities Act. "***Permitted CII Transferee***" means any of the following: (i) any governmental or quasi-governmental agency of the State of Connecticut, governmental unit of the State of Connecticut or statutorily created entity of the State of Connecticut; (ii) (A) any corporation, limited liability company, partnership or other entity controlled by CII or (B) any other person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, CII created for the purpose of managing and/or making investments in portfolio companies with a Connecticut Presence (as defined under the Put Agreement), including without limitation Connecticut Emerging Enterprises, L.P.; or (iii) any successor or replacement agency of the State of Connecticut (or other entity) for CII.

12.03 Prohibited Transfers.

(a) In the event that a Transferring Member should Transfer any Shares in contravention of the Co-Sale Rights of an Investor under Section 12.01(e) (a "***Prohibited Transfer***"), such Investor, in addition to such other remedies as may be available at law, in equity or hereunder, shall have the put option provided below, and such Transferring Member shall be bound by the applicable provisions of such option.

(b) In the event of a Prohibited Transfer, each Investor shall have the right to sell to such Transferring Member the number of Shares that such Investor would have been entitled to transfer to the purchaser under Section 12.01(e) hereof had the Prohibited Transfer been effected pursuant to and in compliance with the terms hereof. Such sale shall be made on the following terms and conditions:

(i) The price per share at which the Shares are to be sold to the Transferring Member shall be equal to the price per share paid by the purchaser to such Transferring Member in such Prohibited Transfer. The Transferring Member shall also reimburse each Investor for any and all fees and expenses, including legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of such Investor's rights under Section 12.01(e).

(ii) Within 90 days after the date on which an Investor received notice of the Prohibited Transfer or otherwise became aware of the Prohibited Transfer, such Investor shall, if exercising the option created hereby, deliver to the Transferring Member the certificate or certificates (if any) representing securities to be sold, each certificate to be properly endorsed for transfer, provided, however, that if such securities are not certificated, then such Investor shall exercise such rights by delivering written notice to the LLC and the Transferring Member.

(iii) The Transferring Member shall, upon receipt of the certificate or certificates for the securities to be sold by an Investor pursuant to this Section 12.03(b), or, if securities are not certificated, exercise notice from an Investor as described in Section 12.03(b)(ii), pay the aggregate purchase price therefor and the amount of reimbursable fees and expenses, as specified in Section 12.03(b)(i), in cash or by other means acceptable to such Investor.

(iv) Notwithstanding the foregoing, any attempt by the Transferring Member to Transfer Shares in violation of Section 12.01(e) hereof shall be voidable at the option of the Requisite Preferred Holders if they do not elect to exercise the put option set forth in Section 12.03(b). The LLC agrees it will not effect a Prohibited Transfer or treat any alleged transferee as the holder of such Shares if such Requisite Preferred Holders so object.

12.04 Right to Forced Sale. In the event that the Requisite Preferred Holders and the Board (collectively, the "***Initiators***") elect to initiate and consummate a Sale Transaction in accordance with the terms set forth in this Section 12.04 (an "***Approved Sale***"), by providing written notice of such election to the LLC and the Members, then all Members shall vote in favor of, consent to and raise no objections against the Approved Sale, and, if requested by the LLC, all Members shall agree to sell all of their Shares and Convertible Securities on the terms and conditions approved by the Initiators. The Members shall take all actions which are reasonably requested by the Initiators in connection with the consummation of the Approved Sale including, without limitation, attendance at Members' meetings in person or by proxy for the purposes of obtaining a quorum and the execution of written consents in lieu of meetings, execution of such agreements and instruments such that any proposal or resolution reasonably requested by the Initiators in connection therewith shall be implemented by the LLC and if the Members are entitled to vote on any such matter, all of the Voting Shares and Convertible Securities over which such Member has voting control shall be voted in favor of the proposal or resolution in connection with such transaction, together with such other actions as are reasonably requested by the Initiators to effect the allocation and distribution of the aggregate consideration received upon the consummation of the Approved Sale in accordance with Section 11.04. Notwithstanding the foregoing, the Members will not be required to comply with this Section12.4 in connection with any Approved Sale unless:

(a) upon the consummation of the Approved Sale, (i) such Member receives, with respect to his, her or its Common Shares, (A) the same form of consideration for Common Shares as is received by other holders in respect of their Common Shares and (B) the same amount of consideration per Common Share as is received by all other holders in respect of their Common Shares, (ii) such Member receives, with respect to his, her or its Incentive Shares, (A) the same form of consideration for Incentive Shares as is received by other holders in respect of their Incentive Shares and (B) the same amount of consideration per Incentive Share as is received by all other holders in respect of their Incentive Shares and (iii) such Member receives, with respect to his, her or its particular series of Preferred Shares, (A) the same form of consideration for such series of Preferred Shares as is received by other holders in respect of their shares of such series of Preferred Shares and (B) the same amount of consideration per such series of Preferred Share as is received by all other holders in respect of their such series of Preferred Shares;

(b) the net consideration (i.e. the aggregate consideration less all reductions for purchase price adjustments, indemnification claims and other adjustments) payable to all holders of Shares shall be allocated among the holders of Shares on the basis of the relative liquidation preferences and other distribution provisions set forth in this Agreement to which the holders of Preferred Shares, Common Shares and Incentive Shares are entitled in a Sale Transaction (assuming for this purpose that the Approved Sale is a Sale Transaction) in accordance with this Agreement;

(c) any representations and warranties to be made by such Member in connection with the Approved Sale are limited to representations and warranties related to authority, ownership and the ability to convey title to such Shares, including, but not limited to, representations and warranties that (i) the Member holds all right, title and interest in and to the Shares such Member purports to hold, free and clear of all liens and encumbrances, (ii) the obligations of the Member in connection with the transaction have been duly authorized, if applicable, (iii) the documents to be entered into by the Member have been duly executed by the Member and delivered to the acquirer and are enforceable (subject to customary limitations) against the Member in accordance with their respective terms; and (iv) neither the execution and delivery of documents to be entered into by the Member in connection with the transaction, nor the performance of the Stockholder's obligations thereunder, will cause a breach or violation of the terms of any agreement to which the Member is a party, or any law or judgment, order or decree of any court or governmental agency that applies to the Member;

(d) the Member shall not be liable for the inaccuracy of any representation or warranty made by any other person in connection with the Approved Sale, other than the LLC (except to the extent that funds may be paid out of an escrow established to cover breach of representations, warranties and covenants of the LLC as well as breach by any Member of any of identical representations, warranties and covenants provided by all Members);

(e) the liability for indemnification, if any, of such Member in the Approved Sale and for the inaccuracy of any representations and warranties made by the LLC in connection with such Approved Sale, is several and not joint with any other Member except with respect to any escrow or right to setoff or holdback of the proceeds from the Approved Sale as provided in the definitive agreement for the Approved Sale;

(f) the maximum liability of such Member in connection with such Approved Sale shall be limited to the respective proceeds paid or otherwise payable to such Member in connection with such Approved Sale (other than in the case of potential liability for fraud committed by such Member or claims related to any breach or violation of any non-competition or non-solicitation covenants agreed to by such Member in connection with such Approved Sale, in either such case, the liability for which there need not be any such limitation);

(g) the ratio of (i) the liability of a holder of Common Shares for breaches of representations, warranties, covenants or other obligations of the LLC in connection with such Approved Sale in such holder's capacity as a holder of, and in respect of, Common Shares to the total consideration paid to such holder in the Approved Sale in such holder's capacity as a holder of, and in respect of, Common Shares shall not exceed such ratio with respect to any other holder of Common Shares in such other holder's capacity as a holder of, and in respect of, Common Shares, (ii) the liability of a holder of Incentive Shares for breaches of representations, warranties, covenants or other obligations of the LLC in connection with such Approved Sale in such holder's capacity as a holder of, and in respect of, Incentive Shares to the total consideration paid to such holder in the Approved Sale in such holder's capacity as a holder of, and in respect of, Incentive Shares shall not exceed such ratio with respect to any other holder of Incentive Shares in such other holder's capacity as a holder of, and in respect of, Incentive Shares and (iii) the liability of a holder of a particular series of Preferred Shares for breaches of representations, warranties, covenants or other obligations of the LLC in connection with such

Approved Sale in such holder's capacity as a holder of, and in respect of, such series of Preferred Shares to the total consideration paid to such holder in the Approved Sale in such holder's capacity as a holder of, and in respect of, such series of Preferred Shares shall not exceed such ratio with respect to any other holder of such series of Preferred Shares in such other holder's capacity as a holder of, and in respect of, such series of Preferred Shares;

(h) subject to Section 12.04(b) above, if any holder of Shares is given an option by the acquiror as to the form and amount of consideration to be received from such acquiror as a result of the Approved Sale, such Member shall have also been given such option; and

(i) the terms of such transaction applicable to such Members, (i) with respect to his, her or its Common Shares in such Member's capacity as a holder of, and in respect of, Common Shares, are materially no less favorable than the terms applicable to each other holder of Common Shares in such other holder's capacity as a holder of, and in respect of, Common Shares, (ii) with respect to his, her or its Incentive Shares in such Member's capacity as a holder of, and in respect of, Incentive Shares, are materially no less favorable than the terms applicable to each other holder of Incentive Shares in such other holder's capacity as a holder of, and in respect of, Incentive Shares and (iii) with respect to his, her or its particular series of Preferred Shares in such Member's capacity as a holder of, and in respect of, such series of Preferred Shares, are materially no less favorable than the terms applicable to each other holder of such series of Preferred Shares in such other holder's capacity as a holder of, and in respect of, such series of Preferred Shares.

Subject to clauses (a) through (i) of Section 12.04, each Member agrees to waive any and all dissenters and appraisal rights they may have under applicable law in connection with an Approved Sale, and to take any and all further actions reasonably requested or otherwise required to effectuate the Approved Sale.

SOLELY IN CONNECTION WITH THE EFFECTUATION OF THE TRANSACTIONS CONTEMPLATED BY THIS SECTION 12.04 AND THE APPOINTMENT OF THE MEMBERS OF THE BOARD PURSUANT TO SECTION 5.02(b), EACH MEMBER HEREBY EXPRESSLY AND IRREVOCABLY APPOINTS THE LLC'S PRESIDENT AS SUCH MEMBER'S PROXY AND ATTORNEY-IN-FACT TO VOTE SUCH MEMBER'S SHARES AND OTHER SECURITIES OF THE LLC AND TO TAKE ANY AND ALL SUCH OTHER ACTION WITH RESPECT TO SUCH SHARES AND OTHER SECURITIES OF THE LLC AS THE INITIATORS MAY DIRECT SOLELY IN CONNECTION WITH A TRANSACTION EFFECTED IN ACCORDANCE WITH THIS SECTION 12.04 AND THE APPOINTMENT OF THE MEMBERS OF THE BOARD PURSUANT TO SECTION 5.02(b). THIS PROXY IS COUPLED WITH AN INTEREST AND IS VALID FOR A PERIOD OF TEN (10) YEARS FROM THE DATE OF THIS AGREEMENT. For avoidance of doubt, the foregoing proxy and power of attorney shall not apply to the initial vote of the Initiators described in the initial paragraph of this Section 12.04 that triggers obligations under this Section 12.04.

12.05 Compliance with Securities Laws. Prior to any proposed Transfer of Shares (other than pursuant to an effective registration statement in accordance with the Securities Act), the holder thereof shall give written notice to the LLC of its intention to effect such Transfer. Each such notice shall describe the manner of the proposed Transfer and, if requested by the LLC, shall be accompanied by an opinion of counsel reasonably satisfactory to the LLC to the effect that the proposed Transfer may be effected without registration under the Securities Act and any applicable state securities laws, whereupon, subject to compliance with the other terms and conditions set forth in this Agreement, the holder of such Shares shall be entitled to Transfer such Shares in accordance with the terms of its notice; provided, however, that no such opinion of counsel shall be required for a Transfer in connection with a Sale Transaction or in connection with a Transfer by CII to a Permitted CII Transferee. Each certificate (if any) representing Shares Transferred as above provided shall bear the legends set forth in Section 3.02, except that such certificate shall not bear such legend if (i) such Transfer is in accordance with the provisions of Rule 144 (or any other rule permitting public sale without registration under the Securities Act) or (ii) the opinion of counsel referred to above is to the further effect that the transferee and any subsequent transferee (other than an Affiliate of the LLC) would be entitled to Transfer such Shares in a public sale without registration under the Securities Act.

12.06 Termination. The rights and obligations set forth in this Article XII shall immediately terminate upon the earliest of (a) closing of a QPO or (b) closing of a Sale Transaction.

12.07 Transfer in Violation. If any Member becomes obligated to sell any Shares to any Investor under this Agreement and fails to deliver such Shares in accordance with the terms of this Agreement, such Investor may, at its option, in addition to all other remedies it may have, send to such Member the purchase price for such Shares as is herein specified and transfer to the name of such Investor (or request that the LLC effect such transfer in the name of an Investor) on the LLC's books the Shares to be sold. Any proposed Transfer not made in compliance with the requirements of this Agreement shall be null and void ab initio, shall not be recorded on the books of the LLC or its transfer agent and shall not be recognized by the LLC. Each party hereto acknowledges and agrees that any breach of this Article XII would result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other transfers of Shares not made in strict compliance with this Article XII).

ARTICLE XIII - Preemptive Rights

13.01 Offered Securities. Each of Yale University (or its assignee) and the Investors that is an "accredited investor" within the meaning of Regulation D as promulgated under the Securities Act (each, a "***Qualified Member***") shall have the right to purchase up to its pro rata share (as set forth in Section 13.02) of all Shares, Convertible Securities, Options and Common Share Equivalents (together with a right of over-subscription as set forth in Section 13.02) that the LLC may, from time to time, propose to sell or issue after the date of this Agreement, other than the Exempted Securities (the "***Offered Securities***"). The LLC shall issue Offered Securities only in accordance with the provisions of this Article XIII.

13.02 Qualified Members' Pro Rata Share. Each Qualified Member's pro rata share is equal to the ratio of (a) the number of Common Shares owned by such Qualified Member, calculated on a Fully-Diluted Basis, immediately prior to the issuance of the Offered Securities to (b) the total number of Common Shares outstanding, calculated on a Fully-Diluted Basis, immediately prior to the issuance of the Offered Securities. "***Fully-Diluted Basis***" means, at the relevant time of determination, the number of Common Shares and Incentive Shares outstanding assuming the conversion and exchange of all outstanding convertible and exchangeable securities (including the conversion of the Preferred Shares into Common Shares) and the exercise of all then outstanding warrants, options or other rights to subscribe for or purchase any Preferred Shares or Common Shares.

13.03 Exercise of Rights. If the LLC proposes to issue any Offered Securities, it shall first give each Qualified Member written notice of its intention, describing the Offered Securities, the price, the terms and the conditions upon which the LLC proposes to issue the same and, if applicable, the identity of the persons to which the Offered Securities are intended to be offered (the "***Offer Notice***"). Each Qualified Member shall have fifteen (15) business days from the delivery of the Offer Notice (the "***Election Period***") to decide whether to purchase its pro rata share of the Offered Securities for the price specified in the Offer Notice by giving written notice to the LLC and stating therein the quantity of Offered Securities, if any, that it elects to purchase. If the consideration to be paid by others for the Offered Securities is not cash, the fair market value of the consideration shall be determined in good faith by the Board and a reasonably detailed explanation of the Board's determination of such value shall be included in the Offer Notice. All Qualified Members electing to participate in the issuance of such Offered Securities (the "***Electing Members***") shall pay the cash equivalent thereof as so determined. If less than all of the Qualified Members elect to purchase their full pro rata share of the Offered Securities, then the LLC shall promptly notify in writing the Electing Members and shall offer such Electing Members the right to acquire the remaining Offered Securities (the ***"Unsubscribed Securities***"). Each of the Electing Members shall have five (5) business days (the "***Oversubscription Election Period***") after receipt of such notice to notify the LLC of its election to purchase all or a portion of the Unsubscribed Securities (each such Electing Member, an "***Oversubscribing Member***"). If, as a result thereof, the Oversubscribing Members' oversubscription exceeds the total number of Unsubscribed Securities available to be purchased, the Unsubscribed Securities shall be allocated among the Oversubscribing Members on a pro rata basis in accordance with their relative holdings of Common Shares issuable upon conversion of the Preferred Shares then held by them, or as they otherwise agree among themselves.

13.04 Third Party Sales of Offered Securities. If, following the LLC's compliance with this Article XIII, the Qualified Members do not purchase all of the Offered Securities, the LLC shall have ninety (90) days after the expiration of the Oversubscription Election Period to sell the Offered Securities that the Qualified Members did not purchase at a price and upon terms and conditions no more favorable to the purchasers thereof than specified in the Offer Notice. If the LLC has not sold such Offered Securities within such 90-day period, the LLC shall not thereafter issue or sell any Offered Securities without first offering such securities to the Qualified Members in the manner provided in this Article XIII.

13.05 Waiver. Notwithstanding any other provision set forth herein, any and all rights arising under this Article XIII with respect to the issuance of any Offered Securities to any person may be waived, either prospectively or retrospectively, by the Requisite Preferred Holders and any such waiver shall be effective as to all Qualified Members with such rights under this Article XIII; provided that to the extent that such waiver would result in the quotient of (a) the number of such Offered Securities being offered by the Company to any Qualified Member and its Affiliates (under this Article XIII or otherwise) and (b) the total number of such Offered Securities being offered by the Company to all Qualified Members and their Affiliates (under this Article XIII or otherwise) being less than the quotient of (i) the number of Common Shares owned by such Qualified Member and its Affiliates, calculated on a Fully-Diluted Basis, immediately prior to the issuance of the Offered Securities and (ii) the total number of Common Shares owned by all Qualified Members and their Affiliates, calculated on a Fully-Diluted Basis, immediately prior to the issuance of the Offered Securities, then such waiver shall require the written consent of such Qualified Member.

13.06 Termination**.** The rights and obligations set forth in this Article XIII shall immediately terminate upon the earliest of (a) the closing of a QPO or (b) the consummation of a Sale Transaction.

ARTICLE XIV - Registration Rights

14.01 Demand Registrations.

(a) At any time after the 180 day period following the effective date of a Registration Statement (as defined below) filed in connection with the LLC's initial public offering of its equity securities, the holders of at least twenty percent (20%) of Registrable Shares (the "***Requesting Holders***") may request, in writing, on up to two (2) separate occasions, that the LLC effect a registration on Form S-1 (or any successor form) of Registrable Shares (as defined below) owned by one or more Investors. If the Requesting Holders intend to distribute the Registrable Shares by means of an underwriting, they shall so advise the LLC in their request. In the event such registration is underwritten, the right of other Investors to participate in such registration shall be conditioned on such Investors' participation in such underwriting. Upon receipt of any such request from the Requesting Holders, the LLC shall promptly give written notice of such proposed registration to all other Investors. Such other Investors shall have the right, by giving written notice to the LLC within thirty (30) days after the LLC provides its notice, to elect to have included in such registration such of their Registrable Shares as such Investors may request in such notice of election. All Investors proposing to distribute their Registrable Shares through such underwriting shall enter into an underwriting agreement in customary form with an underwriter or underwriters that is mutually agreeable to the LLC and the Investors holding a majority-in-interest of the Registrable Shares that the Members requested for inclusion in such registration. The LLC shall, at its own expense and as expeditiously as possible, and in any event within ninety (90) days after the date such request is given by the Requesting Holders, file a Form S-1 (or any successor form) for all Registrable Shares that the LLC has been requested to so register. If the underwriter advises the LLC or the holders of Registrable Shares requesting registration hereunder that, in its good faith view, marketing factors require a limitation of the number of Shares to be underwritten, then the Requesting Holders shall so advise all holders of Registrable Shares that otherwise would be underwritten pursuant hereto, and the number of Registrable Shares that may be included in the underwriting shall be allocated among such holders of Registrable Shares, including the Requesting Holders,

in proportion (as nearly as practicable) to the number of Registrable Shares owned by each holder or in such other proportion as shall mutually be agreed to by all such selling holders; provided, however, that the number of Registrable Shares held by the holders to be included in such underwriting shall not be reduced unless all other securities are first entirely excluded from the underwriting. For purposes of this Section 14.01(a), a registration shall not be counted as "effected" if, as a result of an exercise of the underwriter's cutback provisions this Section 14.01(a), fewer than fifty percent (50%) of Registrable Shares that the Requesting Holders have requested to be included in such registration statement are actually included.

(b) At any time after the LLC becomes eligible to file a Registration Statement on Form S-3 (or any successor form relating to secondary offerings, hereinafter, "***Form S-3***"), the Investors will have the right to require the LLC to effect Registration Statements on Form S-3 of Registrable Shares having a minimum gross proceeds in each registration on Form S-3 of at least $2,500,000. Upon receipt of any such request, the LLC shall promptly give written notice of such proposed registration to all other Investors. Such other Investors shall have the right, by giving written notice to the LLC within thirty (30) days after the LLC provides its notice, to elect to have included in such registration such of their Registrable Shares as such Investors may request in such notice of election. Thereupon, the LLC shall, as expeditiously as possible, and in any event within forty-five (45) days after the date such initial request is given, file a Form S-3 for all Registrable Shares that the LLC has been requested to so register.

(c) Notwithstanding the foregoing obligations, if the LLC furnishes to the Investors requesting a registration pursuant to this Section 14.01 a certificate signed by the LLC's president stating that in the good faith judgment of the Board it would be materially detrimental to the LLC and its members or stockholders for such registration statement to either become effective or remain effective for as long as such registration statement would otherwise be required to remain effective, because such action would (i) materially interfere with a significant acquisition, corporate reorganization, or other similar transaction involving the LLC; (ii) require premature disclosure of material information that the LLC has a bona fide business purpose for preserving as confidential; or (iii) render the LLC unable to comply with requirements under the Securities Act or Exchange Act, then the LLC shall have the right to defer taking action with respect to such filing, and any time periods with respect to filing or effectiveness thereof shall be tolled correspondingly, for a period of not more than ninety (90) days after the request of the Investors is given; provided, however, that the LLC may not invoke this right more than once in any twelve (12) month period; and provided further that the LLC shall not register any securities for its own account or that of any other stockholder during such 90-day period other than (A) a registration relating to the sale of securities to employees of the LLC or a subsidiary pursuant to a stock option, stock purchase, or similar plan; (B) a registration relating to a Securities and Exchange Commission (or such other federal agency at the time administering the Securities Act, the "***Commission***") Rule 145 transaction; (C) 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 Shares; or (D) a registration in which the only Common Shares being registered are Common Shares issuable upon conversion of debt securities that are also being registered.

14.02 Piggy-Back Registrations.

(a) Subject to Section 14.02(b), whenever the LLC proposes to file a Registration Statement at any time and from time to time, it will, prior to such filing, promptly give written notice to all Investors of its intention to do so and, if the LLC receives the written request of any Investor holding Registrable Shares (as defined below) within twenty (20) days after the LLC provides such notice, the LLC shall cause all Registrable Shares that the LLC has been requested by such Investor or Investors to be registered under the Securities Act to the extent necessary to permit their sale or other disposition; provided, however, that the rights set forth in this Section 14.02 shall not apply to Registration Statements to be filed pursuant to Section 14.01 hereof; and provided further that the LLC shall have the right to postpone or withdraw any registration effected pursuant to this Section 14.02 without obligation to any Investor. The expenses of such withdrawn registration shall be borne by the LLC.

(b) In connection with any offering under this Section 14.02 involving an underwriting, the LLC shall not be required to include any Registrable Shares in such underwriting unless the holders thereof accept the terms of the underwriting as reasonably agreed upon between the LLC and the underwriters selected by it. If the underwriter advises the LLC or the holders of Registrable Shares requesting registration hereunder that, in its good faith view, marketing factors require a limitation of the number of Shares to be underwritten, then the Registrable Shares that are included in such offering shall be allocated among the selling holders in proportion (as nearly as practicable to) the number of Registrable Shares owned by each selling holder or in such other proportions as shall mutually be agreed to by all such selling holders; provided that in no event shall (i) the number of Registrable Shares included in the offering be reduced unless all other securities (other than securities to be sold by the LLC) are first entirely excluded from the offering, or (ii) the amount of Registrable Shares included in the offering be reduced below twenty-five percent (25%) of the total amount of securities included in such offering unless such offering is the initial public offering of the LLC's equity securities and no other Member has included shares in such registration. For purposes of the provision in this Section 14.02(b) concerning apportionment, for any holder that is a partnership, limited liability company, or corporation, the partners, members, retired partners, retired members, stockholders, and Affiliates of such holder, or the estates and Family Members of any such partners, retired partners, members, and retired members and any trusts for the benefit of any of the foregoing persons, shall be deemed to be a single "holder", and any pro rata reduction with respect to such holder shall be based upon the aggregate number of Registrable Shares owned by all persons included in such "holder".

14.03 Certain Definitions. For purposes of this Article XIV, (a) "***Registrable Shares***" means (i) the shares of Common Stock of any successor corporation to the LLC into which each Preferred Share held by any Investor has been converted or is then convertible; (ii) any shares of Common Stock purchased or acquired by any Investor subsequent to the date hereof; and (iii) any other shares of Common Stock of such successor corporation issued in respect of the shares described in clause (i) or (ii) above because of stock splits, stock dividends, reclassifications, recapitalizations, reorganizations or other similar events; provided, however, that shares of Common Stock that are Registrable Shares shall cease to be Registrable Shares upon (x) any sale by the holders thereof pursuant to a Registration Statement or Rule 144 promulgated by the Commission under the Securities Act or (y) any sale in any manner to a person or entity which,

by virtue of Section 14.09, is not entitled to the rights provided by this Article XIV; (b) "***Registration Statement***" means a registration statement filed with the Commission for a public offering and sale of securities (other than a registration statement on Form S-8 or Form S-4, or their successors); and (c) all references to the "***LLC***" shall include any successor corporation to the LLC.

14.04 Registration Procedures. If and whenever the LLC is required by the provisions of this Agreement to effect the registration of any of the Registrable Shares under the Securities Act, the LLC shall:

(a) Prepare and file with the Commission a Registration Statement with respect to such Registrable Shares and use its best efforts to cause that Registration Statement to become and remain effective until the completion of the distribution;

(b) Promptly prepare and file with the Commission any amendments and supplements to the Registration Statement and the prospectus included in the Registration Statement as may be necessary to keep the Registration Statement effective, and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such Registration Statement;

(c) Promptly furnish to each selling Investor such reasonable numbers of copies of the Registration Statement, each amendment and supplement thereto, prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as the selling Investor may reasonably request in order to facilitate the public sale or other disposition of the Registrable Shares owned by the selling Investor;

(d) Use commercially reasonable efforts to register or qualify the Registrable Shares covered by the Registration Statement under the securities or Blue Sky laws of such states as the selling Investors shall reasonably request, and do any and all other acts and things that may be necessary or desirable to enable the selling Investors to consummate the public sale or other disposition in such states of the Registrable Shares owned by the selling Investor; provided, however, that the LLC shall not be required in connection with this Section 14.04(d) to qualify as a foreign corporation or execute a general consent to service of process in any jurisdiction where it is not conducting business;

(e) In the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the managing underwriter(s) of such offering. Each Investor participating in such underwriting shall also enter into and perform its obligations under such an agreement;

(f) Promptly notify each selling Investor of Registrable Shares covered by such Registration Statement, and each underwriter, if any, after it shall receive notice thereof, of the time when such Registration Statement has become effective or such supplement to any prospectus forming a part of such Registration Statement has been filed;

(g) Promptly notify each selling Investor of Registrable Shares covered by such Registration Statement, and each underwriter, if any, of any request by the Commission for the amending or supplementing of such Registration Statement or prospectus or for additional information;

(h) Prepare and promptly file with the Commission, and promptly notify each selling Investor of Registrable Shares covered by such Registration Statement, and each underwriter, if any, of such amendment or supplement to such Registration Statement or prospectus, as then in effect, as may be necessary to correct any statements or omissions if, at the time when a prospectus relating to such securities is required to be delivered under the Securities Act, any event has occurred as the result of which any such prospectus or any other prospectus as then in effect would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading in light of the circumstances in which they were made;

(i) Promptly notify each selling Investor of Registrable Shares covered by such Registration Statement, and each underwriter, if any, after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for that purpose and promptly use all reasonable best efforts to prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued;

(j) At any time when a Registration Statement is effective under the Securities Act, promptly notify each selling Investor of Registrable Shares covered by such Registration Statement, and each underwriter, if any, of the happening of any event as a result of which the prospectus included in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing. The LLC shall promptly prepare a supplement or amendment to such prospectus so that it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing;

(k) Use commercially reasonable efforts to furnish, on the date that such Registrable Shares are delivered to the underwriters for sale, if such securities are being sold through underwriters, (i) an opinion, dated as of such date, of the counsel representing the LLC for the purposes of such registration, in form and substance as is customarily given to underwriters in an underwritten public offering, addressed to the underwriters, if any, and to each selling Investor of Registrable Shares covered by such Registration Statement and (ii) a letter dated as of such date, from the independent certified public accountants of the LLC, in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering addressed to the underwriters and to each selling Investor of Registrable Shares covered by such Registration Statement;

(l) If the LLC has delivered preliminary or final prospectuses to the selling Investors and after having done so the prospectus is amended to comply with the requirements of the Securities Act, the LLC shall promptly notify the selling Investors and, if requested, the selling Investors shall immediately cease making offers of Registrable Shares and return all prospectuses to the LLC. The LLC shall promptly provide the selling Investors with revised prospectuses and, following receipt of the revised prospectuses, the selling Investors shall be free to resume making offers of the Registrable Shares;

(m) Cause all such Registrable Shares to be listed on or included in each securities exchange or quotation system on which similar securities issued by the LLC are then listed;

(n) Provide a transfer agent and registrar for all Registrable Shares registered pursuant to this Agreement and provide a CUSIP number for all such Registrable Shares, in each case not later than the effective date of such registration;

(o) Promptly make available for inspection by the selling Investors, any underwriter(s) participating in any disposition pursuant to such registration statement, and any attorney or accountant or other agent retained by any such underwriter or selected by the selling Investors, all financial and other records, pertinent corporate documents, and properties of the LLC, and cause the LLC's officers, directors, employees, and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent, in each case, as necessary or advisable to verify the accuracy of the information in such registration statement and to conduct appropriate due diligence in connection therewith; and

(p) Ensure that, at all times after any registration statement covering a public offering of securities of the LLC under the Securities Act shall have become effective, its insider trading policy shall provide that the LLC's directors may implement a trading program under Rule 10b5-1 of the Exchange Act.

14.05 Allocation of Expenses. The LLC will pay all Registration Expenses (as defined below) of all registrations under this Article XIV; provided, however, that if a registration under Section 14.01(a) is withdrawn at the request of the Members requesting such registration (other than as a result of information concerning the business or financial condition of the LLC that is made known in writing to the Investors requesting registration after the date on which such registration was requested) and if the requesting Investors elect not to have such registration counted as a registration requested under Section 14.01(a), the requesting Investors shall pay the Registration Expenses of such registration pro rata in accordance with the number of their Registrable Shares requested to be included in such registration. The term "***Registration Expenses***" means all expenses incurred in complying with this Article XIV, including, without limitation, all registration and filing fees, exchange listing fees, printing expenses, fees and disbursements of counsel for the LLC and the reasonable fees and expenses of one (1) counsel selected by the selling Investors holding at least a majority of the Registrable Shares to be registered to represent the selling Investors (the "***Selling Member Counsel***"), state Blue Sky fees and expenses, and the expense of any special audits or "cold comfort" letters incident to or required by any such registration, but excluding all underwriting discounts, selling commissions and stock transfer taxes applicable to the sale of Registrable Shares, and fees and disbursements of counsel for any Investor, other than the fees and disbursements of the Selling Member Counsel borne and paid by the LLC as provided above.

14.06 Indemnification and Contribution.

(a) To the extent permitted by law, in the event of any registration of any of the Registrable Shares under the Securities Act pursuant to this Article XIV, the LLC will indemnify and hold harmless each selling Investor (including each member, manager, partner, officer and director thereof and legal counsel and independent accountant thereto), each underwriter of such seller of such Registrable Shares, and each other person, if any, who controls such seller or underwriter within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended (the "***Exchange Act***") (each, a "***Member Indemnified Party***") against any expenses, losses, claims, damages or liabilities, joint or several, to which such Member Indemnified Party may become subject under the Securities Act, the Exchange Act, state securities or Blue Sky laws or otherwise, including any of the foregoing incurred in connection with the settlement of any commenced or threatened litigation, insofar as such expenses, losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in (i) any Registration Statement under which such Registrable Shares were registered under the Securities Act, (ii) any preliminary prospectus or final prospectus contained in the Registration Statement or (iii) any amendment or supplement to such Registration Statement, or arise out of or are based upon the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading or any violation or alleged violation by the LLC of the Securities Act, the Exchange Act, any state securities law or any rule or regulation promulgated under the Securities Act, the Exchange Act or any state securities laws or otherwise in connection with the offering covered by such Registration Statement; and the LLC will reimburse such Member Indemnified Party for any legal or any other expenses reasonably incurred by such Member Indemnified Party in connection with investigating or defending any such expense, loss, claim, damage, liability or action; provided, however, that the LLC will not be liable to any Member Indemnified Party in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any untrue statement or omission made in such Registration Statement, final prospectus, or any such amendment or supplement, in reasonable reliance upon and in conformity with information furnished (or not furnished in the case of an omission or alleged omission) to the LLC, in writing, by or on behalf of such Member Indemnified Party specifically for use in the preparation thereof.

(b) To the extent permitted by law, in the event of any registration of any of the Registrable Shares under the Securities Act pursuant to this Article XIV, each selling Investor, severally and not jointly, will indemnify and hold harmless the LLC, each of the LLC's managers and officers who has signed the registration statement, each underwriter, if any, each person, if any, who controls the LLC or any such underwriter within the meaning of the Securities Act or the Exchange Act, any other seller of Registrable Shares or any such seller's members, managers, partners, officers and managers, and each person, if any, who controls such seller within the meaning of the Securities Act and the Exchange Act (each, a "***LLC Indemnified Party***"; and together with the Member Indemnified Parties, the "***Indemnified Parties***") against any expenses, losses, claims, damages or liabilities, joint or several, to which the LLC Indemnified Party may become subject under the Securities Act, Exchange Act, state securities or Blue Sky laws or otherwise, including any of the foregoing incurred in connection with the settlement of any commenced or threatened litigation, insofar as such expenses, losses, claims, damages or liabilities (or actions in respect thereof) (x) arise out of or are based upon any untrue

statement or alleged untrue statement of a material fact contained in (i) any Registration Statement under which such Registrable Shares were registered under the Securities Act, (ii) any preliminary prospectus or final prospectus contained in the Registration Statement, or (iii) any amendment or supplement to the Registration Statement or (y) arise out of or are based upon any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, if and only if, in the case of any of clause (x) or (y), the statement or omission was made in reliance upon and in conformity with information furnished in writing to the LLC by or on behalf of such seller, specifically and expressly for use in connection with the preparation of such Registration Statement, prospectus, amendment or supplement; and each such seller of Registrable Shares, severally and not jointly, will reimburse the LLC and each Indemnified Party for any legal or any other expenses reasonably incurred by the LLC and each such Indemnified Party entitled to indemnification in connection with investigating or defending any such loss, claim, damage, liability or action if the statement or omission was made in reliance upon and in conformity with information furnished in writing to the LLC by or on behalf of such seller, specifically for use in connection with the preparation of such Registration Statement, prospectus, amendment or supplement; provided, however, that the obligations of each such Investor hereunder shall be limited to an amount equal to the net proceeds received by such Investor in connection with such offering of such Registrable Shares; provided, further, however, that no such Investor will be liable for any amount paid in settlement of any such claim, loss, damage, liability or action if such settlement is effected without the consent of such Investor, which consent shall not be unreasonably withheld, conditioned or delayed.

(c) Each Indemnified Party entitled to indemnification under this Section 14.6 shall give notice to the party required to provide indemnification (the "***Indemnifying Party***") promptly after such Indemnified Party has knowledge of any claim as to which indemnity may be sought, and shall permit the Indemnifying Party to assume the defense of any such claim or any litigation resulting therefrom; provided, however, that counsel for the Indemnifying Party, who shall conduct the defense of such claim or litigation, shall be approved by the Indemnified Party, whose approval shall not be unreasonably withheld, conditioned or delayed; provided, further, that the failure of any Indemnified Party to give notice as provided herein shall not relieve the Indemnifying Party of its obligations under this Agreement, except to the extent that the Indemnifying Party's ability to defend against such claim or litigation is materially impaired as a result of such failure to give notice; and provided, further, that prior to assuming control of such defense, the Indemnifying Party must (i) acknowledge that, if the facts as alleged by the claimant in such claim are true, it would have an indemnity obligation for the expenses, losses, claims, damages and liabilities resulting from such claim as provided hereunder and (ii) must furnish the Indemnified Party with reasonable evidence that the indemnifying party has adequate resources to defend such claim and fulfill its indemnity obligations hereunder. The Indemnifying Party shall not be entitled to assume or maintain control of the defense of any claim and shall pay the fees and expenses of one counsel retained by the Indemnified Party if (A) the Indemnifying Party does not deliver the acknowledgment referred to in clause (i) above within thirty (30) days of receipt of notice of the claim, (B) the claim relates to or arises in connection with any criminal proceeding, action, indictment or allegation, (C) the Indemnified Party reasonably believes an adverse determination with respect to the claim would be detrimental to the reputation or future business prospects of the Indemnified Party or any of its Affiliates, (D) the claim seeks an injunction or equitable relief against the Indemnified Party or

any of its Affiliates or (E) the Indemnifying Party has failed or is failing to prosecute or defend vigorously the claim. The Indemnified Party may participate in such defense at such party's expense; provided, however, that the Indemnifying Party shall pay such expense if representation of such Indemnified Party by the counsel retained by the Indemnifying Party would be inappropriate due to actual or potential conflicts of interests between the Indemnified Party and any other party represented by such counsel in such proceeding. No Indemnifying Party in the defense of any such claim or litigation shall, except with the consent of each Indemnified Party, consent to entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect of such claim or litigation, and no Indemnified Party shall consent to entry of any judgment or settle such claim or litigation without the prior written consent of the Indemnifying Party. Each Indemnified Party shall furnish such information regarding itself or the claim in question as an Indemnifying Party may reasonably request in writing and as shall be reasonably required in connection with the defense of such claim and litigation resulting therefrom.

(d) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Section 14.06 is due in accordance with its terms but for any reason is held to be unavailable to an Indemnified Party in respect to any expenses, losses, claims, damages and liabilities referred to herein, then the Indemnifying Party shall, in lieu of indemnifying such Indemnified Party, contribute to the amount paid or payable by such Indemnified Party as a result of such expenses, losses, claims, damages or liabilities to which such party may be subject in proportion as is appropriate to reflect the relative fault of the Indemnifying Party on the one hand and the Indemnified Party on the other in connection with the statements or omissions that resulted in such expenses, losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative fault of the Indemnifying Party and the Indemnified Party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of material fact related to information supplied by the Indemnifying Party or the Indemnified Party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The LLC and the Investors agree that it would not be just and equitable if contribution pursuant to this Section 14.06 were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this Section 14.06(d), (i) in no case shall any one Investor be liable or responsible for any amount in excess of the net proceeds received by such Investor from the offering of Registrable Shares and (ii) the LLC shall be liable and responsible for any amount in excess of such proceeds; provided, however, that no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution for any person who was not guilty of such fraudulent misrepresentation. Any party entitled to contribution will, promptly after receipt of notice of commencement of any action, suit or proceeding against such party or parties under this Section, notify such party or parties from whom such contribution may be sought, but the omission so to notify such party or parties from contribution may be sought shall not relieve such party from any other obligation it or they may have thereunder or otherwise under this Section. No party shall be liable for contribution with respect to any action, suit, proceeding or claim settled without its prior written consent, which consent shall not be unreasonably withheld.

(e) The obligations of the LLC and the Investors under this Section 14.06 shall survive completion of any offering of Registrable Shares in any Registration Statement and the termination of this Agreement.

14.07 Market Stand-Off Agreement. Each Member hereby agrees that it will not, without the prior written consent of the LLC and managing underwriter, during the period commencing on the date of the final prospectus relating to the registration by the LLC for its own behalf of its Common Shares or any other equity securities under the Securities Act on a registration statement on Form S-1, and ending on the date specified by the LLC and the managing underwriter (such period not to initially exceed 180 days or such longer period as may be required under applicable law to facilitate compliance with NASD Rule 2711 or NYSE Member Rule 472 or any successor or similar rule or regulation: (a) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any Common Shares or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Shares held by such Member immediately before the effective date of the registration statement for the LLC's public offering or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (a) above is to be settled by delivery of Common Shares or other securities, in cash or otherwise. The foregoing provisions of this Section 14.07 shall apply only to the initial underwritten offering of Common Shares, shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, and shall be applicable to the Members only if all officers and directors of the LLC are subject to the same restrictions and the LLC uses commercially reasonable efforts to obtain a similar agreement from all members individually owning more than one percent (1%) of the LLC's outstanding Common Shares (after giving effect to conversion into Common Shares of all outstanding Preferred Shares). The underwriters in connection with such registration are intended third-party beneficiaries of this Section 14.07 and shall have the right, power, and authority to enforce the provisions hereof as though they were a party hereto. Each Member further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Section 14.07 or that are necessary to give further effect thereto. Any discretionary waiver or termination of the restrictions of any or all of such agreements by the LLC or the underwriters shall apply pro rata to all Members subject to such agreements, based on the number of shares subject to such agreements. The LLC may impose stop-transfer instructions with respect to the Registrable Shares or other securities subject to the foregoing restriction until the end of the lock-up period.

14.08 Rule 144 Requirements. After the earliest of (x) the closing of the sale of securities of the LLC pursuant to a Registration Statement, (y) the registration by the LLC of a class of securities under Section 12 of the Exchange Act or (z) the issuance by the LLC of an offering circular pursuant to Regulation A under the Securities Act, and with a view to making available to the Investors the benefits of SEC Rule 144 and any other rule or regulation of the SEC that may at any time permit an Investor to sell securities of the LLC to the public without registration or pursuant to a registration on Form S-3, the LLC agrees to:

(a) comply with the requirements of Rule 144 under the Securities Act with respect to making and keeping available current public information about the LLC;

(b) use its best efforts to file with the Commission in a timely manner all reports and other documents required of the LLC under the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements); and

(c) furnish to any holder of Registrable Shares promptly after receipt of a written request (i) a written statement by the LLC as to its compliance with the requirements of said Rule 144, and the reporting requirements of the Securities Act and the Exchange Act (at any time after it has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after the LLC so qualifies), (ii) a copy of the most recent annual or quarterly report of the LLC and (iii) such other information, reports and documents of the LLC as such holder may reasonably request to avail itself of any similar rule or regulation of the Commission allowing it to sell any such securities without registration including, without limitation, Rules 144 and 144A, or pursuant to Form S-3 (at any time after the LLC so qualifies to use such form).

14.09 Assignment of Registration Rights. The rights of an Investor under this Article XIV may only be transferred to a transferee or assignee of the Registrable Shares provided that such Investor shall, within ten (10) business days after such transfer, furnish to the LLC written notice of the name and address of such transferee or assignee and the number of Registrable Shares with respect to which such rights are being assigned. Any transferee of an Investor's Registrable Shares shall, as a condition to such transfer, deliver to the LLC a written instrument by which such transferee agrees to be bound by the obligations imposed upon the Members under this Agreement to the same extent as if such transferee were a Member hereunder. The transferee or assignee of an Investor's rights and obligations hereunder shall be deemed a "Investor" for purposes of this Agreement.

14.10 Limitations on Subsequent Registration Rights. The LLC shall not, without the prior written consent of the Requisite Preferred Holders, enter into any agreement with any holder or prospective holder of any securities of the LLC that would allow such holder or prospective holder to (a) include securities of the LLC in any registration filed under Section 14.01 or Section 14.02, (b) make a demand registration that could result in such registration statement being declared effective prior to twelve (12) months after the initial underwritten public offering of the Common Stock or (c) have registration rights that are pari passu with or superior to the rights granted to the Investors under this Agreement.

14.11 Indemnification with Respect to Underwritten Offering. In the event that Registrable Shares are sold pursuant to a Registration Statement in an underwritten offering pursuant to Section 14.01, the LLC agrees to enter into an underwriting agreement containing customary representations and warranties with respect to the business and operations of an issuer of the securities being registered and customary covenants and agreements to be performed by such issuer, including without limitation customary provisions with respect to indemnification by the LLC of the underwriters of such offering.

14.12 Information by Holder. As a condition to be included in any registration statement, each holder of Registrable Shares included in any registration shall furnish to the LLC such information regarding such holder and the distribution proposed by such holder as the LLC may reasonably request in writing and as shall be required in connection with any registration, qualification or compliance referred to in this Agreement, within ten (10) days of such request.

14.13 Selection of Underwriter. The LLC shall have the right to designate the managing underwriter in any underwritten offering, except for any registration effected pursuant to Section 14.01, which designation shall be subject to the approval of the Investors holding at least a majority of the Registrable Shares that all Investors requested to be included in such offering, and which approval shall not be unreasonably withheld.

14.14 Mergers, Etc. The LLC shall not, directly or indirectly, enter into any merger, consolidation, or reorganization in which the LLC shall not be the surviving entity unless the proposed surviving entity shall, prior to such merger, consolidation, or reorganization, agree in writing to assume the obligations of the LLC under this Agreement, and for that purpose references hereunder to "Registrable Shares" shall be deemed to be references to the securities that the Investor would be entitled to receive in exchange for Registrable Shares under the terms of any such merger, consolidation, or reorganization; provided, however, that the provisions of this Agreement shall not apply in the event of any merger, consolidation, or reorganization in which the LLC is not the surviving entity if all Investors are entitled to receive in exchange for their Registrable Shares consideration consisting solely of (a) cash, (b) securities of the acquiring corporation that may be immediately sold to the public without registration under the Securities Act or (c) securities of the acquiring entity that the acquiring entity has agreed to register within 90 days of completion of the transaction for resale to the public pursuant to the Securities Act.

14.15 Termination**.** The rights and obligations set forth in this Article XIV shall terminate on the earlier to occur of: (a) the closing of a Sale Transaction and (b) the fifth (5^{th}) anniversary of the consummation of the initial public offering of the LLC's equity securities.

ARTICLE XV - Dissolution, Liquidation, and Termination

15.01 Dissolution. Subject to Section 4.05, the LLC shall dissolve and its affairs shall be wound up upon the earliest to occur of the following:

(a) the written consent of the Board;

(b) the consummation of a Sale Transaction; and

(c) the entry of a decree of judicial dissolution under the Act.

The LLC shall not dissolve or be terminated upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of any Member. The LLC shall promptly notify the Members of the dissolution of the LLC.

15.02 Liquidation. Upon dissolution of the LLC, the Board shall act as its liquidating trustee or the Board may appoint one or more Managers or Members as liquidating trustee. The liquidating trustee shall proceed diligently to liquidate the LLC, to wind up its affairs and to make final distributions as provided in Section 11.04 and in the Act. The costs of dissolution and liquidation shall be an expense of the LLC. Until final distribution, the liquidating trustee

may continue to operate the business and properties of the LLC with all of the power and authority of the Managers. As promptly as possible after dissolution and again after final liquidation, the liquidating trustee shall cause an accounting by a firm of independent public accountants of the LLC's assets, liabilities, operations and liquidating distributions to be given to the Members.

15.03 Termination. Upon completion of the distribution of LLC assets as provided herein, the LLC shall be terminated, and the Board (or such other person or persons as the Act may require or permit) shall take such other actions as may be necessary to terminate the existence of the LLC.

15.04 Right to Convert to Corporate Form. Notwithstanding anything to the contrary set forth herein, and without any need for consent or approval of any Member other than the prior written consent of Requisite Preferred Holders, and without provision for any dissenters, appraisal or similar rights (each of which is hereby waived), the Board may, at any time by not less than ten (10) days prior written notice given to all Members, implement a reorganization of the LLC which may include, for example, contribution by the Members of their Shares to a newly formed corporation or the conversion of the LLC into a Delaware corporation (including, without limitation, by merger, consolidation or other business combination or transfer of all or a part of the LLC's assets), in each case on terms that preserve and reflect the member rights (e.g., preemptive rights, protective provisions) and the substantive economic rights of their Shares, and the Members shall take appropriate steps to implement such reorganization. Without limiting the foregoing, each Member hereby agrees with respect to all Shares which such Member owns or over which it otherwise exercises voting or dispositive authority to (i) vote (in person, by proxy or by action by written consent, as applicable) all Shares in favor of such offering and reorganization and in opposition to any and all other proposals that could reasonably be expected to delay or impair the ability of the LLC to consummate such offering; and (ii) execute and deliver all related documentation (which may include, as an example, stock option agreements for Members that hold Incentive Shares) and take such other action in support of such offering and reorganization as shall reasonably be requested by the LLC. For the avoidance of doubt, it is the intention of the parties that any shares or options to acquire shares in the LLC (or any successor thereto) to be received pursuant to this Section 15.04 will afford to the receiving party the same economic interest, voting and other member rights, benefits and obligations as were associated with the Shares held by such party immediately prior to such reorganization, both generally and relative to the holders of other shares of the LLC (or any successor thereto) (but subject to the terms hereof and without any right to tax distributions as contemplated by Section 11.03). Upon such reorganization in accordance with this Section 15.04:

(a) The stockholders of such successor corporation, and such corporation, shall enter into a stockholders agreement incorporating the terms of this Agreement; and

(b) Each person that is now or hereafter becomes a Member of the LLC by execution of this Agreement, an amendment hereto or an instrument acknowledging that such person is bound hereby, irrevocably constitutes and appoints the President of the LLC and any person designated by the President of the LLC to act on its behalf for the purposes of this Section 15.04, and each of them acting singly, such person's true and lawful agent and attorney-in-fact with full power and authority in such person's name, place and stead to execute, acknowledge,

deliver, swear to, file and record at the appropriate public offices any and all agreements, instruments and other documents (including, without limitation, the organizational documents of the corporation or corporations into which the LLC may be converted as contemplated by this Section 15.04, the agreements among the stockholders of such corporation or corporations and/or such corporation or corporations referred to in this Section 15.04, and instruments of assignment and transfer assigning the assets of the LLC or the Members' respective Shares in the LLC, as the case may be, to such corporation or corporations in order to effectuate such conversion as contemplated by this Section 15.04) as are necessary or appropriate, in the reasonable opinion of the President of the LLC or such person designated by it, to implement and effectuate the provisions of this Section 15.04, which the power of attorney is hereby agreed and acknowledged to be irrevocable and coupled with an interest, in recognition of the fact that President of the LLC will be relying upon the power to act as contemplated by this Section 15.04 in connection with the reorganization of the LLC and the other matters contemplated by this Section 15.04, and shall survive any death, retirement, resignation, withdrawal, expulsion, removal, bankruptcy, dissolution or adjudication of incompetence or insanity of any Member until such time as the provisions of this Section 15.04 have been implemented and effectuated to the reasonable satisfaction of the LLC.

ARTICLE XVI - General Provisions

16.01 Offset. Whenever the LLC is obligated to make a distribution or payment to any Member, any amounts that such Member owes the LLC may be deducted from said distribution or payment by the LLC.

16.02 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given (a) three (3) days after the date mailed by registered or certified mail, addressed to the recipient, with return receipt requested or for Members whose principal place of business is outside the United States, one (1) business day after deposit with an internationally recognized overnight courier, specifying next day delivery, with written verification of receipt, (b) upon delivery to the recipient in person or by courier, or (c) upon receipt of a facsimile or electronic mail transmission by the recipient. Such notices, requests and consents shall be given (i) to Members at their addresses, fax numbers or electronic mail addresses on Schedule A attached hereto, or such other address, fax number or electronic mail address as a Member may specify by notice to the LLC and to all of the other Members, or (ii) to the LLC at the address of the principal office of LLC specified in Section 1.05 or such other address or fax numbers as the LLC may specify by notice to the Members. Whenever any notice is required to be given by law, the Certificate of Formation or this Agreement, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

16.03 Entire Agreement. This Agreement constitutes the entire agreement of the LLC and the Members relating to the subject matter of this Agreement and supersedes all prior contracts or agreements with respect to the subject matter of this Agreement, whether oral or written including, without limitation, the Existing Agreement. The Existing Agreement is hereby amended in its entirety and restated herein. All provisions of, rights granted under and covenants made in the Existing Agreement are hereby released and superseded in their entirety and shall have no further force or effect. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

16.04 Consent to Jurisdiction. The parties to this Agreement hereby consent to the exclusive jurisdiction of the federal and state courts of the State of Delaware in connection with any matter or dispute arising under this Agreement or between them regarding the affairs of the LLC and waive any objection they may have to such jurisdiction or to the venue of any such matter or dispute and any claim that such matter or dispute has been brought in an inconvenient forum. Effective service of process may be made upon any Member pursuant to the notice provisions of Section 16.02. To the fullest extent permitted by law, and as separately bargained- for-consideration, each party hereby waives any right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or relating to this Agreement. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

16.05 Amendment or Modification. Any term of this Agreement may be amended or modified and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), at any time and from time to time, by a written instrument signed by the LLC and the Requisite Preferred Holders; provided that (a) any amendment to, or termination or waiver of, this Section 16.05(a) or Section 5.02(b) that would adversely affect the rights of Canaan to designate or remove the Canaan Manager shall also require the prior written consent of Canaan, (b) any amendment to, or termination or waiver of, this Section 16.05(b) or Section 5.02(b) that would adversely affect the rights of 5AM to designate or remove the 5AM Manager shall also require the prior written consent of 5AM, (c) any amendment to, or termination or waiver of, this Section 16.05(c) or Section 5.02(b) that would adversely affect the rights of RA Capital to designate or remove the RA Capital Manager shall also require the prior written consent of RA Capital, (d) any amendment to, or termination or waiver of, this Section 16.05(d) or Section 5.02(b) that would adversely affect the rights of OrbiMed to designate or remove the OrbiMed Manager shall also require the prior written consent of OrbiMed, (e) any amendment to, or termination or waiver of, this Section 16.05(e) or Section 5.02(b) that would adversely affect the rights of Nextech to designate or remove the Nextech Manager shall also require the prior written consent of Nextech, (f) any amendment to, or termination or waiver of, this Section 16.05(f) or Section 5.02(b) that would adversely affect the rights of the holders of a majority of the then outstanding Common Shares, voting as a separate class, to designate or remove the Common Manager shall also require the prior written consent of the holders of a majority of the then outstanding Common Shares, voting as a separate class, (g) any amendment to, or termination or waiver of, this Section 16.05(g) or Section 5.02(b)

that would adversely affect the rights of the holders of at least a majority of the then outstanding Voting Shares to remove an Independent Manager shall also require the prior written consent of the holders of at least a majority of the then outstanding Voting Shares, (h) this Agreement may not be amended, modified or terminated and the observance of any term hereunder may not be waived with respect to any holder of Series A Preferred Shares without the written consent of such holder unless such amendment, modification, termination or waiver applies to all such holders in the same fashion, (i) this Agreement may not be amended, modified or terminated and the observance of any term hereunder may not be waived with respect to any holder of Series B Preferred Shares without the written consent of such holder unless such amendment, modification, termination or waiver applies to all such holders in the same fashion, (j) this Agreement may not be amended, modified or terminated and the observance of any term hereunder may not be waived with respect to any holder of Series C Preferred Shares without the written consent of such holder unless such amendment, modification, termination or waiver applies to all such holders in the same fashion, (k) any provision of this Agreement that is for the sole benefit of, or is the sole obligation of, a single Member may only be waived, modified or amended with the written consent of such Member (along with the written agreement of the LLC and Requisite Preferred Holders), (l) any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party, (m) any provision to this Agreement applicable expressly to CII, a Permitted CII Transferee or the Put Agreement may only be amended with the written consent of CII, and may only be waived with the written consent of CII and (n) for so long as any of Deerfield Special Situations Fund, LP, Deerfield Private Design Fund III, L.P. or Deerfield Private Design Fund III, L.P. ("***Deerfield***") own any Preferred Shares, any amendment to, or termination or waiver of, Section 13.05, Section 14.07 or Section 16.22 with respect to Deerfield shall require the prior written consent of Deerfield. Any amendment or waiver effected in accordance with this Section 16.05 shall be binding upon the LLC and each of the Members and their respective successors and assigns.

16.06 Binding Effect. Subject to the restrictions on Transfers set forth in this Agreement, this Agreement is binding on and inures to the benefit of the parties and their respective heirs, legal representatives, successors and permitted assigns.

16.07 Governing Law; Severability. This Agreement is governed by and shall be construed in accordance with the law of the State of Delaware, exclusive of its conflict-of-laws principles. In the event of a conflict between the provisions of this Agreement and any provision of the Certificate of Formation or the Act, the applicable provision of this Agreement shall control, to the extent permitted by law. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision shall be enforced to the fullest extent permitted by law.

16.08 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions, as requested by the Board.

16.09 Waiver of Certain Rights. Each Member irrevocably waives any right it may have to maintain any action for dissolution of the LLC or for partition of the property of the LLC. The failure of any Member to insist upon strict performance of a covenant hereunder or of any obligation hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of such Member's right to demand strict compliance herewith in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation hereunder, shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation hereunder. No waiver or consent shall constitute a continuing waiver or consent or commit a party to provide a waiver in the future except to the extent specifically set forth in writing. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power, or remedy of such nonbreaching or nondefaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring.

16.10 Notice to Members of Provisions of this Agreement. By executing this Agreement, each Member acknowledges that such Member has actual notice of (a) all of the provisions of this Agreement and (b) all of the provisions of the Certificate of Formation. Each Member hereby agrees that this Agreement constitutes adequate notice of all such provisions, and each Member hereby waives any requirement that any further notice thereunder be given.

16.11 Third Party Beneficiaries. Except as otherwise expressly set forth herein, the provisions of this Agreement are not intended to be for the benefit of any creditor or other person to whom any debts or obligations are owed by, or who may have any claim against, the LLC or any of its Members or Managers, except for Members or Managers in their capacities as such. Notwithstanding any contrary provision of this Agreement, no such creditor or person shall obtain any rights under this Agreement or shall, by reason of this Agreement, be permitted to make any claim against the LLC or any Member or Manager.

16.12 Interpretation. For the purposes of this Agreement, terms not defined in this Agreement shall be defined as provided in the Act. The term "***person***" as used in this Agreement shall include individuals, partnerships, corporations, trusts, limited liability companies and other entities of whatever nature. Titles or captions of Articles and Sections contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule or strict construction will be applied against any party hereto. In this Agreement, unless a clear intention appears otherwise: (a) the singular number includes the plural number and vice versa; (b) reference to any person includes such person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (c) reference to any gender includes each other gender; (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time

in accordance with the terms thereof; (e) reference to any law means such law as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder; (f) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular section or other provision hereof; (g) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; (h) "or" is used in the inclusive sense of "and/or"; (i) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; (j) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, schedules or amendments thereto; and (k) section references shall be deemed to refer to all subsections thereof, unless otherwise expressly indicated.

16.13 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document, and all counterparts shall be construed together and shall constitute the same instrument. This Agreement may be executed by facsimile or other electronic signatures.

16.14 Attorneys' Fees. If any party to this Agreement shall bring any action, suit, counterclaim or appeal for any relief against another party to this Agreement, declaratory or otherwise, to enforce the terms hereof or to declare rights hereunder (collectively, an "***Action***"), the losing party shall pay to the prevailing party the amount of all reasonable attorneys' fees and costs incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling or award (collectively, a "***Decision***") granted therein, all of which shall be deemed to have accrued on the commencement of such Action and shall be paid whether or not such Action is prosecuted to a Decision. Any Decision entered in such Action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such Decision. "Prevailing party" within the meaning of this Section 16.14 includes, without limitation, a party that agrees to dismiss an Action on the other party's payment of the sums allegedly due or performance of the covenants allegedly breached or that obtains substantially the relief sought by it.

16.15 General Interpretation. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under this Agreement. No rule of strict construction will be applied against any person.

16.16 Remedies Cumulative. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

16.17 Sale Transaction. No Member shall enter into any transaction or series of related transactions resulting in a Sale Transaction unless (a) such transaction or transactions is approved in accordance with this Agreement and (b) the terms of such transaction or transactions provide that the consideration to be paid to the Members of is to be allocated in accordance with the preferences and priorities set forth in this Agreement.

16.18 Splits, Distributions, Etc. In the event of any issuance of Shares hereafter to any of the Members (including, without limitation, in connection with any Share split, Share distribution, recapitalization, reorganization, or the like), such Shares shall become subject to this Agreement and, if certificated, shall be endorsed with the legends set forth in this Agreement. All references to numbers of Shares in this Agreement shall be appropriately adjusted to reflect any Share distribution, split, combination or other recapitalization affecting the Shares occurring after the date of this Agreement.

16.19 Aggregation of Shares. For the purpose of determining the availability of any rights under this Agreement that may be based upon the number of Shares, or any class or series thereof, held by a party hereto, all Shares, and all Shares of such class or series, as the case may be, held by such person together with all Shares, and all Shares of such class or series, as the case may be, held by Affiliates of such person shall be aggregated together in all such required calculations.

16.20 Acknowledgment. The LLC and Members acknowledge that the Investors are in the business of venture capital investing and therefore review the business plans and related proprietary information of many enterprises, including enterprises which may have products or services which compete directly or indirectly with those of the LLC. Nothing in this Agreement shall preclude or in any way restrict the Investors from investing or participating in any particular enterprise whether or not such enterprise has products or services which compete with those of the LLC.

16.21 Transfer of Rights. The rights of each Investor under this Agreement may be transferred to a transferee or assignee of the Investor Shares of such Investor; provided that the Investor shall, within ten (10) business days after such transfer, furnish to the LLC written notice of the name and address of such transferee or assignee and the number of Investor Shares with respect to which such rights are being assigned. The transferee or assignee of an Investor's rights and obligations hereunder shall be deemed an "Investor" for purposes of this Agreement.

16.22 Right to Conduct Activities. The LLC hereby agrees and acknowledges that each Investor that is a venture capital fund, private equity fund or similar pooled investment vehicle, together with its affiliates (collectively, the "***Fund Investors***," and each a "***Fund Investor***") are professional investment funds, and as such invest in numerous portfolio companies, some of which may be deemed competitive with the LLC's business (as currently conducted or as currently proposed to be conducted). The LLC hereby agrees that, to the extent permitted under applicable law, no Fund Investor shall be liable to the LLC for any claim arising out of, or based upon, (i) the investment by such Fund Investor in any entity competitive with the LLC, or (ii) actions taken by any partner, officer or other representative of such Fund Investor to assist any such competitive company, whether or not such action was taken as a member of the board of directors of such competitive company or otherwise, and whether or not such action has a detrimental effect on the LLC; provided, however, that the foregoing shall not relieve (x) any of the Investors from liability associated with the unauthorized use or disclosure of the LLC's confidential information obtained pursuant to this Agreement, or (y) any director or officer of the LLC from any liability associated with his or her fiduciary duties to the LLC.

[*Signatures on following pages*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

LLC:

ARVINAS HOLDING COMPANY, LLC

By: /s/ John Houston
Name: Dr. John Houston
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO ARVINAS HOLDING COMPANY, LLC SECOND AMENDED AND RESTATED OPERATING AGREEMENT]

MEMBERS:

5AM VENTURES III, L.P.

By: 5AM Partners III LLC, its General Partner

By: /s/ Andrew J. Schwab
Name: Andrew J. Schwab
Title: Managing Member

5AM CO-INVESTORS III, L.P.

By: 5AM Partners III LLC, its General Partner

By: /s/ Andrew J. Schwab
Name: Andrew J. Schwab
Title: Managing Member

BLACKWELL PARTNERS LLC – SERIES A

By: /s/ Abayomi A. Adigun
Name: Abayomi A. Adigun
Title: Investment Manager
DUMAC, Inc.
Authorized Agent

By: /s/ Jannine M. Lall
Name: Janine M. Lall
Title: Controller
DUMAC, Inc.
Authorized Agent

[SIGNATURE PAGE TO ARVINAS HOLDING COMPANY, LLC SECOND AMENDED AND RESTATED OPERATING AGREEMENT]

CANAAN IX L.P.

BY: CANAAN PARTNERS IX LLC
Its General Partner

By: /s/ Stephen Bloch
Name: Stephen Bloch
Title: Member

[SIGNATURE PAGE TO ARVINAS HOLDING COMPANY, LLC SECOND AMENDED AND RESTATED OPERATING AGREEMENT]

/s/ Sean Cassidy

SEAN CASSIDY

[SIGNATURE PAGE TO ARVINAS HOLDING COMPANY, LLC SECOND AMENDED AND RESTATED OPERATING AGREEMENT]

CONNECTICUT INNOVATIONS, INCORPORATED

By: /s/ David M. Wagner
Name: David M. Wagner
Title: CIO and EVP

[SIGNATURE PAGE TO ARVINAS HOLDING COMPANY, LLC SECOND AMENDED AND RESTATED OPERATING AGREEMENT]

DEERFIELD SPECIAL SITUATIONS FUND, L.P.

By: Deerfield Mgmt, L.P.
General Partner

By: J.E. Flynn Capital, LLC
General Partner

By: /s/ David J. Clark
Name: David J. Clark
Title: Authorized Signatory

DEERFIELD PRIVATE DESIGN FUND III, L.P.

By: Deerfield Mgmt III, L.P.
General Partner

By: J.E. Flynn Capital III, LLC
General Partner

By: /s/ David J. Clark
Name: David J. Clark
Title: Authorized Signatory

DEERFIELD PRIVATE DESIGN FUND IV, L.P.

By: Deerfield Mgmt IV, L.P.
General Partner

By: J.E. Flynn Capital IV, LLC
General Partner

By: /s/ David J. Clark
Name: David J. Clark
Title: Authorized Signatory

ELM STREET VENTURES, LP

By: Elm Street Venture Associates, LLC
its General Partner

By: /s/ Robert Bettigole
Name: Robert Bettigole
Title: Managing Partner

[SIGNATURE PAGE TO ARVINAS HOLDING COMPANY, LLC SECOND AMENDED AND RESTATED OPERATING AGREEMENT]

HH ARV HOLDINGS, LLC

By: /s/ Colm O'Connell
Name: Colm O'Connell
Title: Director

[SIGNATURE PAGE TO ARVINAS HOLDING COMPANY, LLC SECOND AMENDED AND RESTATED OPERATING AGREEMENT]

/s/ John Houston

DR. JOHN HOUSTON

[SIGNATURE PAGE TO ARVINAS HOLDING COMPANY, LLC SECOND AMENDED AND RESTATED OPERATING AGREEMENT]

JASMINE LANE VENTURES, LLC

By: /s/ Erin Stephen
Name: Erin Stephen
Title: Manager

[SIGNATURE PAGE TO ARVINAS HOLDING COMPANY, LLC SECOND AMENDED AND RESTATED OPERATING AGREEMENT]

/s/ Manuel Litchman

DR. MANUEL LITCHMAN

[SIGNATURE PAGE TO ARVINAS HOLDING COMPANY, LLC SECOND AMENDED AND RESTATED OPERATING AGREEMENT]

/s/ Brad Margus

BRAD MARGUS

BRADLEY A. MARGUS REVOCABLE TRUST

By: /s/ Brad Margus
Name: Brad Margus
Title: Trustee

[SIGNATURE PAGE TO ARVINAS HOLDING COMPANY, LLC SECOND AMENDED AND RESTATED OPERATING AGREEMENT]

NEW LEAF VENTURES III, L.P.

By: New Leaf Venture Associates III, L.P.
Its: General Partner

By: New Leaf Venture Management III, L.L.C.
Its: General Partner

By: /s/ Liam T. Ratcliffe
Liam T. Ratcliffe
Managing Director

[SIGNATURE PAGE TO ARVINAS HOLDING COMPANY, LLC SECOND AMENDED AND RESTATED OPERATING AGREEMENT]

Nextech V GP S.à r.l. on behalf of
NEXTECH V ONCOLOGY S.C.S., SICAV-SIF

By: /s/ James Pledger
Name: James Pledger
Title: Manager

By: /s/ James Vella-Bamber
Name: James Vella Bamber
Title: Manager

[SIGNATURE PAGE TO ARVINAS HOLDING COMPANY, LLC SECOND AMENDED AND RESTATED OPERATING AGREEMENT]

ORBIMED PRIVATE INVESTMENTS VI, LP

By: OrbiMed Capital GP VI LLC,
its General Partner

By: OrbiMed Advisors LLC,
its Managing Member

By: /s/ Carl Gordon
Name: Carl Gordon
Title: Member

[SIGNATURE PAGE TO ARVINAS HOLDING COMPANY, LLC SECOND AMENDED AND RESTATED OPERATING AGREEMENT]

PRECISION ONCO LIMITED

By: /s/ Yuan Sun
Name: Yuan Sun
Title: Director

[SIGNATURE PAGE TO ARVINAS HOLDING COMPANY, LLC SECOND AMENDED AND RESTATED OPERATING AGREEMENT]

RA CAPITAL HEALTHCARE FUND, L.P.

By: RA Capital Management, LLC
Its: General Partner

By: /s/ Amanda Daniels
Name: Amanda Daniels
Title: Authorized Signatory

[SIGNATURE PAGE TO ARVINAS HOLDING COMPANY, LLC SECOND AMENDED AND RESTATED OPERATING AGREEMENT]

KEVIN L. RAKIN IRREVOCABLE TRUST

By: /s/ Lloyd Hoffman
Name: Lloyd Hoffman
Title: Trustee

[SIGNATURE PAGE TO ARVINAS HOLDING COMPANY, LLC SECOND AMENDED AND RESTATED OPERATING AGREEMENT]

/s/ Craig Crews

DR. CRAIG CREWS

[SIGNATURE PAGE TO ARVINAS HOLDING COMPANY, LLC SECOND AMENDED AND RESTATED OPERATING AGREEMENT]

/s/ Tim Shannon

TIM SHANNON

[SIGNATURE PAGE TO ARVINAS HOLDING COMPANY, LLC SECOND AMENDED AND RESTATED OPERATING AGREEMENT]

SCHEDULE A

MEMBERS

Member Name and Address

5AM Co-Investors III, L.P.

5AM Ventures III, L.P.

Andrew Alt

Martha Altieri

Monica Andreoli

Michael Berlin

Scott Biller

Blackwell Partners LLC – Series A

Mark Bookbinder

Member Name and Address

John Bradley

Canaan IX L.P.

Attention: Dr. Tim Shannon
Fax:

With a copy to:
Updike, Kelly & Spellacy, P.C.

Attention: Gregg J. Lallier
Fax:

Candy Carrano

Sean Cassidy

Julian Chandler

Xin Chen

Heather Coffey

Kevin Coleman

Member Name and Address

Connecticut Innovations, Incorporated

Attention: Daniel W. Wagner
Fax :

With a copy to:
Updike, Kelly & Spellacy, P.C.

Attention: Gregg J. Lallier
Fax:

Barbara Coughlin

Andy Crew

Craig Crews

Ellen Crews

Scott Crews

Deerfield Private Design Fund III, L.P.

Attn: Lawrence Atinsky

Deerfield Private Design Fund IV, L.P.

Attn: Lawrence Atinsky

Member Name and Address

Deerfield Special Situations Fund, L.P.

Attn: Lawrence Atinsky

Darren DiSalvo

Hanqing Dong

Marcia Dugan-Moore

Elm Street Ventures, LP

Attention : Robert Bettigole

With a copy to:
Finn Dixon & Herling, LLP

Attention: Jon T. Hirschoff, Esq.
Fax:

Caterina Ferraro

John Flanagan

Dave Goldman

Debbie Gordon

Member Name and Address

Sheryl Gough

James Grace

John Grosso

Brian Hamman

Alicia Harbin

Roy Haskell

HH ARV Holdings, LLC

Attention : General Counsel
With a copy to:

Keith Hornberger

John Houston

Alexey Ishchenko

Meizhong Jin

Jasmine Lane Ventures, LLC

Robert Kleinfield

Member Name and Address

Stephen Liebowitz

Dr. Manuel Litchman

Zheng Liu

Jing Lu

Tom Lynch

Jennifer Macaluso

Brad Margus

Bradley A. Margus Revocable Trust

c/o Brad Margus

Andria McBride-Carrignan

Helen McKenzie

Laurie McKenzie

Mary McKenzie

Member Name and Address

Jin Meizhong

Briggs Morrison

Mark Murcko

Taavi Neklesa

New Leaf Ventures III, L.P.

Nextech V Oncology S.C.S., SICAV-SIF

Carol Owens

Orbimed Private Investments VI, LP

Jennifer Pizzano

Precision Onco Limited

Attention : Eliza Sun

Attention : Michael Chuang

Member Name and Address

Yimin Qian

RA Capital Healthcare Fund, L.P.

Kanak Raina

Kevin L. Rakin Irrevocable Trust

Kevin L. Rakin

Kari Ricigliano

Dan Rogoz

AnnMarie Rossi

Emma Rousseau

Sandra Schulte

Tim Shannon
c/o Canaan Partners

Member Name and Address

Angela Shen

Kam Siu

Lawrence Snyder

Stephen Squinto

Linda Stramiello

Ian Taylor

Nick Vitale

Gan Wang

Jing Wang

Amber Wells

Ryan Willard

Jim Winkler

Hong Xiao

Member Name and Address

Yale University
Office of Cooperative Research

Yingjie Zhu

Kurt Zimmerman

ARVINAS HOLDING COMPANY, LLC

INCENTIVE SHARE PLAN

1. Purpose. The purpose of this Arvinas Holding Company, LLC Incentive Share Plan (as amended from time to time, this "***Plan***") is to advance the interests of Arvinas Holding Company, LLC, a limited liability company organized under the laws of the State of Delaware (the "***Company***") and its Related Entities by providing an additional incentive to attract and retain qualified and competent persons who provide services to the Company and its Related Entities and upon whose efforts and judgment the success of the Company and its Related Entities are dependent, through the encouragement of equity ownership in the Company by such persons.

2. Definitions. As used herein, the following terms shall have the meaning indicated:

(a) "***Award Agreement***" shall mean the agreement between the Company and the Recipient, which agreement evidences the award of Incentive Shares pursuant to this Plan and which sets forth certain terms, provisions, conditions and restrictions related to the grant of Incentive Shares to such Recipient.

(b) "***Board***" or "***Board of Managers***" shall mean the Board of Managers of the Company.

(c) "***Continuous Service***" shall mean the uninterrupted provision of services to the Company or any Related Entity in any capacity of manager, director, officer, employee, advisor or consultant. Continuous Service shall not be considered to be interrupted in the case of (i) any approved leave of absence (including, without limitation, sick leave, military leave, or any other authorized personal leave); (ii) transfers among the Company and its Related Entities in any capacity of manager, director, officer, employee, advisor or consultant; or (iii) any change in status as long as the individual remains in the service of the Company or a Related Entity in any capacity of manager, director, officer, employee, advisor or consultant (except as otherwise provided in the Award Agreement).

(d) "***Effective Date***" shall mean January 1, 2015.

(e) "***Incentive Shares***" shall mean any Incentive Shares of the Company granted under this Plan.

(f) "***Operating Agreement***" shall mean that certain Operating Agreement of the Company, dated as of January 1, 2015, as it may be amended from time to time.

(g) "***Person***" shall mean any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company or other legal entity or organization.

(h) "***Plan Committee***" shall mean the committee appointed by the Board pursuant to Section 11(a) hereof, or, if such committee is not appointed, the Board.

(i) "***Recipient***" shall mean any manager, director, officer, employee, advisor or consultant of the Company or its Related Entities to whom Incentive Shares are granted under this Plan or any Person who succeeds to the rights of such Person in accordance with the terms of this Plan.

(j) "***Related Entity***" shall mean any Subsidiary and/or other entity which is designated by the Company, from time to time, and as set forth in a written instrument, as a participating employer in this Plan.

(k) "***Securities Act***" shall mean the Securities Act of 1933, as amended.

(l) "***Subsidiary(ies)***" shall mean any entity of which the Company owns fifty percent (50%) or more of the ownership interests directly, or indirectly via another Subsidiary.

(m) "***Transfer***" shall mean any sale, transfer, encumbrance, gift, donation, assignment, pledge, hypothecation, or other disposition, whether voluntary or involuntary including, but not limited to, any disposition by operation of law, by court order, by judicial process, or by foreclosure, levy or attachment.

(n) "***Unvested Shares***" means that portion, if any, of Incentive Shares which remains subject to a vesting schedule, forfeiture restrictions, performance requirements or similar conditions precedent under this Plan and the Award Agreement pursuant to which such Incentive Shares were granted.

(o) "***Vested Share(s)***" shall mean the portion of the Incentive Shares granted pursuant to this Plan in which the Recipient is vested pursuant to Section 5(a) hereof and the Award Agreement pursuant to which such Incentive Shares were granted.

3. Incentive Shares Available for Grants. The Plan Committee or the Board may from time to time grant Incentive Shares to one or more Recipients consisting of up to an aggregate of **4,778,300** Incentive Shares. Incentive Shares previously granted under this Plan shall be available for subsequent issuance under this Plan to the extent that such Incentive Shares are forfeited or cancelled or otherwise expire, terminate or revert back to the Company for any reason. Should any change be made to the Incentive Shares by reason of any split, share dividend, combination of shares, exchange of shares or other change affecting the outstanding Incentive Shares as a class without the Company's receipt of consideration, appropriate adjustments shall be made, at the sole discretion of the Board, to (a) the maximum number and/or class of securities issuable under this Plan and (b) the number and/or class of securities in effect under each outstanding Award Agreement.

4. Conditions for Grant of Incentive Shares.

Each grant of Incentive Shares shall be evidenced by an Award Agreement that may contain any term deemed necessary or desirable by the Board or the Plan Committee provided that such terms are not inconsistent with this Plan, the Operating Agreement and any applicable law. Recipients shall be those persons selected by the Board or the Plan Committee from the class of managers, directors, officers, employees, advisors and consultants of the Company and its Related Entities as the Board or the Plan Committee deems appropriate.

(a) In granting awards of Incentive Shares, the Board or the Plan Committee shall take into consideration the contribution the Recipient has made to the success of the Company and its Related Entities, and such other factors as the Board or the Plan Committee shall determine. The Board or the Plan Committee shall also have the authority to consult with and receive recommendations from officers and other personnel of the Company and its Related Entities with regard to these matters. The Board or the Plan Committee may from time to time in granting awards of Incentive Shares under this Plan impose such other terms and conditions to the grant of such Incentive Shares as it deems appropriate including, without limitation, (i) the amount, if any, to be paid by the Recipient for such Incentive Shares, (ii) the date or dates on which such Incentive Shares vest and (iii) the events upon which the Recipient may be deemed to have forfeited his or her right, title or interest, if any, in such Incentive Shares provided that such terms and conditions are not more favorable to a Recipient than those expressly permitted herein.

(b) The Incentive Shares granted to a Recipient under this Plan shall be in addition to his, her or its regular compensation and benefits related to the Recipient's Continuous Service with the Company or its Related Entities. Neither this Plan nor any Incentive Share grant under this Plan shall confer upon any person any right to Continuous Service with the Company or its Related Entities.

5. Vesting of Incentive Shares.

(a) The Incentive Shares granted to a Recipient pursuant to this Plan shall vest and thus become Vested Shares at such times and in such a manner as determined by the Board or the Plan Committee at the time of the grant and as set forth in the Award Agreement to be entered into by and between the Company and the Recipient.

(b) The Board or the Plan Committee shall be authorized to accelerate the vesting of any Incentive Shares granted under this Plan at such times and upon such terms and conditions as the Board or the Plan Committee shall deem advisable, and which determination shall be made on an individual by individual basis and need not be uniform among all Recipients.

6. Issuance of Incentive Shares.

(a) Upon the execution and delivery of an Award Agreement, the Company shall be deemed to have issued and delivered to the Recipient, and the Recipient shall be deemed to have received, the number of Incentive Shares specified under such Award Agreement, which Incentive Shares shall have all such rights, benefits and entitlements, and be subject to all terms, provisions, conditions and restrictions, as are provided for pursuant to such Award Agreement, this Plan and the Operating Agreement.

(b) As a condition to any issuance of Incentive Shares pursuant to this Plan, the Board or the Plan Committee may require such agreements or undertakings as the Board or the Plan Committee may deem necessary or advisable.

7. Rights as to Incentive Shares.

(a) A Recipient to whom Incentive Shares have been granted under this Plan shall have all the rights of a holder of Incentive Shares of the Company as set forth in the Operating Agreement; provided, however, that all of such rights shall be subject to the terms, provisions, conditions and restrictions set forth in this Plan and the applicable Award Agreement. Any Incentive Shares issued to the Recipient as a distribution with respect to Incentive Shares shall have the same status as the Incentive Shares on which such distribution has been granted and shall be subject to the same provisions and restrictions set forth in this Plan and in the applicable Award Agreement as if such Incentive Shares were originally granted thereunder.

(b) Notwithstanding any term or provision of this Plan to the contrary, nothing herein shall affect, in any manner, the right, power or authority of the Company to make, authorize or consummate: (i) any recapitalization, reorganization or other change in the Company's capital structure or its business; (ii) any merger, share exchange or consolidation by or of the Company; (iii) any issue by the Company of any debt or equity securities; (iv) the dissolution, liquidation or winding up of the Company; (v) any sale, transfer or assignment of all or any part of the equity shares, assets or business of the Company; or (vi) any other transaction, act or proceeding (whether of a similar character or otherwise).

8. Restrictions on Transfer. No Transfer of Incentive Shares shall be permitted unless such Transfer is approved by the Board. Any Transfer or attempted Transfer not in compliance with this Section 8 or any other applicable provision or restriction of this Plan, the Award Agreement and/or the Operating Agreement shall be null, void and of no effect and shall not be effected upon the records of the Company.

9. Forfeiture of Unvested Incentive Shares. If a Recipient's Continuous Service is terminated for any reason, then, unless otherwise set forth in such Recipient's Award Agreement, all of the Unvested Incentive Shares held by such Recipient shall immediately be forfeited and revert back to the Company without any payment to the Recipient.

10. Additional Requirements. As a condition to a Recipient receiving a grant of Incentive Shares under this Plan, the Recipient shall become party to the Operating Agreement as a Member (if such Recipient is not already a party to the Operating Agreement as a Member) and the Board or the Plan Committee may require that the Recipient comply with certain covenants to be set forth in the Recipient's Award Agreement and/or employment or consulting agreement (including, without limitation, covenants relating to confidentiality, nondisclosure, non-competition and/or non-solicitation). In such a case, the Recipient must execute an Award Agreement and/or employment or consulting agreement acknowledging and agreeing to abide by the covenants set forth therein.

11. Administration of this Plan.

(a) This Plan shall be administered by the Board or, at the discretion of the Board, by a committee appointed by the Board or by an existing committee designated by the Board (the "***Plan Committee***"). The Plan Committee shall serve at the pleasure of the Board and shall have the powers designated herein and such other powers as the Board may from time to time confer upon it.

(b) The Board may grant awards of Incentive Shares pursuant to this Plan to any persons to whom Incentive Shares may be granted under Section 4(a) hereof.

(c) The Board or the Plan Committee, from time to time, may adopt rules and regulations for carrying out the purposes of this Plan. The determinations by the Plan Committee, and its interpretation and construction of any provision of this Plan or any Incentive Share award, shall be final and conclusive upon all persons other than the Board.

(d) Any and all decisions or determinations of the Plan Committee shall be made either (i) by the majority of the votes of the members of the Plan Committee at a meeting or (ii) without a meeting by the unanimous written consent of the members of the Plan Committee.

12. Withholding or Deduction for Taxes. The Company's issuance of any Incentive Shares under this Plan shall be subject to the satisfaction of all applicable federal, state and local income and employment tax withholding obligations.

13. Interpretation.

(a) This Plan shall be governed by the laws of the State of Delaware.

(b) Headings contained in this Plan are for convenience only and shall in no manner be construed as part of this Plan.

(c) Any reference to the masculine, feminine, or neuter gender shall be a reference to such other gender as is appropriate.

14. Amendment and Discontinuation of this Plan. The Plan Committee or the Board may from time to time amend, suspend or terminate this Plan and any such amendment, suspension or termination will be final and binding on all holders of Incentive Shares.

15. Termination Date. This Plan shall terminate on the 10th anniversary of the Effective Date unless extended by the Board.

FIRST AMENDMENT TO
ARVINAS HOLDING COMPANY, LLC
INCENTIVE SHARE PLAN

This FIRST AMENDMENT TO ARVINAS HOLDING COMPANY, LLC INCENTIVE SHARE PLAN (this "***First Amendment***") is dated as of October 16, 2015.

WHEREAS, the Board of Managers of Arvinas Holding Company, LLC (the "***Company***") deems it to be in the best interests of the Company to amend the Arvinas Holding Company, LLC Incentive Share Plan (the "***Plan***") in order to increase the aggregate number of the Company's Incentive Shares issuable under the Plan from 4,778,300 to 10,278,300 and to include certain accelerated vesting provisions.

NOW, THEREFORE, the Plan shall be amended as follows.

1. Amendment to Section 3 of the Plan. The reference to "4,778,300" in Section 3 of the Plan is hereby amended and replaced with "10,278,300".

2. Amendment to Section 5 of the Plan. The following clause (c) is hereby added to the end of Section 5 of the Plan:

(c) In addition to the terms and conditions related to the vesting of Incentive Shares as set forth in Sections 5(a) and (b) of this Plan and as set forth in the Award Agreement applicable to such Incentive Shares, the Incentive Shares granted to a Recipient pursuant to this Plan shall vest and thus become Vested Shares at such time as the Company indefeasibly receives an aggregate cash amount in excess of the Aggregate Hurdle Amount (as defined below) applicable to such Incentive Shares from one or more sales by the Company of the outstanding equity securities of its subsidiaries that are held by the Company. The term "***Aggregate Hurdle Amount***" shall mean, with respect to any Incentive Share, the sum of (a) $56,910,002, (b) the aggregate purchase price amount received by the Company in exchange for the issuance and sale by the Company of its Preferred Shares (as such term is defined in the Operating Agreement) after October 16, 2015 and (c) the Participation Threshold (as such term is defined in the Operating Agreement) applicable to such Incentive Share.

3. Except as herein amended, the terms and provisions of the Plan shall remain in full force and effect as originally adopted and approved.

IN WITNESS WHEREOF, the undersigned hereby certifies that this First Amendment was duly adopted by the Company effective as of the date first set forth above.

ARVINAS HOLDING COMPANY, LLC

By: /s/ Manuel Litchman
Name: Dr. Manuel Litchman
Title: President

[signature page to First Amendment to Incentive Share Plan]

SECOND AMENDMENT TO INCENTIVE SHARE PLAN

SECOND AMENDMENT TO
ARVINAS HOLDING COMPANY, LLC
INCENTIVE SHARE PLAN

This SECOND AMENDMENT TO ARVINAS HOLDING COMPANY, LLC INCENTIVE SHARE PLAN (this "***Second Amendment***") is dated as of December 22, 2016.

WHEREAS, the Board of Managers of Arvinas Holding Company, LLC (the "***Company***") deems it to be in the best interests of the Company to amend the Arvinas Holding Company, LLC Incentive Share Plan (the "***Plan***") in order to increase the aggregate number of the Company's Incentive Shares issuable under the Plan from 10,278,300 to 11,919,300.

NOW, THEREFORE, the Plan shall be amended as follows.

1. Amendment to Section 3 of the Plan. The reference to "10,278,300" in Section 3 of the Plan is hereby amended and replaced with "11,919,300".

2. Except as herein amended, the terms and provisions of the Plan shall remain in full force and effect as originally adopted and approved.

IN WITNESS WHEREOF, the undersigned hereby certifies that this Second Amendment was duly adopted by the Company effective as of the date first set forth above.

ARVINAS HOLDING COMPANY, LLC

By: /s/ Manuel Litchman
Name: Dr. Manuel Litchman
Title: President

THIRD AMENDMENT TO
ARVINAS HOLDING COMPANY, LLC
INCENTIVE SHARE PLAN

This THIRD AMENDMENT TO ARVINAS HOLDING COMPANY, LLC INCENTIVE SHARE PLAN (this "***Third Amendment***") is dated as of September 8, 2017.

WHEREAS, the Board of Managers of Arvinas Holding Company, LLC (the "***Company***") deems it to be in the best interests of the Company to amend the Arvinas Holding Company, LLC Incentive Share Plan (the "***Plan***") in order to increase the aggregate number of the Company's Incentive Shares issuable under the Plan from 11,919,300 to 12,519,300.

NOW, THEREFORE, the Plan shall be amended as follows.

1. Amendment to Section 3 of the Plan. The reference to "11,919,300" in Section 3 of the Plan is hereby amended and replaced with "12,519,300".

2. Except as herein amended, the terms and provisions of the Plan shall remain in full force and effect as originally adopted and approved.

IN WITNESS WHEREOF, the undersigned hereby certifies that this Third Amendment was duly adopted by the Company effective as of the date first set forth above.

ARVINAS HOLDING COMPANY, LLC

By: /s/ Sean Cassidy
Name: Sean Cassidy
Title: Treasurer

FOURTH AMENDMENT TO
ARVINAS HOLDING COMPANY, LLC
INCENTIVE SHARE PLAN

This FOURTH AMENDMENT TO ARVINAS HOLDING COMPANY, LLC INCENTIVE SHARE PLAN (this "***Fourth Amendment***") is dated as of March 29, 2018.

WHEREAS, the Board of Managers of Arvinas Holding Company, LLC (the "***Company***") deems it to be in the best interests of the Company to amend the Arvinas Holding Company, LLC Incentive Share Plan (the "***Plan***") in order to increase the aggregate number of the Company's Incentive Shares issuable under the Plan from 12,519,300 to 20,148,300.

NOW, THEREFORE, the Plan shall be amended as follows.

1. Amendment to Section 3 of the Plan. The reference to "12,519,300" in Section 3 of the Plan is hereby amended and replaced with "20,148,300".

2. Except as herein amended, the terms and provisions of the Plan shall remain in full force and effect as originally adopted and approved.

IN WITNESS WHEREOF, the undersigned hereby certifies that this Fourth Amendment was duly adopted by the Company effective as of the date first set forth above.

ARVINAS HOLDING COMPANY, LLC

By: /s/ John Houston
Name: Dr. John D. Houston
Title: President and Chief Executive Officer

Exhibit 10.2

ARVINAS HOLDING COMPANY, LLC

AWARD AGREEMENT

THIS ARVINAS HOLDING COMPANY, LLC AWARD AGREEMENT (this "***Agreement***") is made as of _____, by and between Arvinas Holding Company, LLC, a Delaware limited liability company (the "***Company***") and «Name» (the "***Recipient***").

The Board of Managers of the Company (the "***Board***") has determined that it is in the best interests of the Company to recognize the Recipient's performance and to provide incentive to the Recipient to remain with the Company and its Related Entities by making this grant of Incentive Shares (as defined below) in accordance with the terms of this Agreement.

The Incentive Shares are granted pursuant to the Company's Incentive Share Plan (as amended from time to time, the "***Plan***"), which is incorporated herein for all purposes. The Recipient hereby acknowledges receipt of a copy of the Plan and the Company's Operating Agreement, dated as of January 1, 2015 (as amended from time to time, the "***Operating Agreement***"), and agrees to be bound by all the terms and conditions hereof and thereof. Unless otherwise provided herein, terms used herein that are defined in the Plan and not defined herein shall have the meanings ascribed to such terms under the Plan.

1. Award of Incentive Shares. The Board hereby grants to Recipient, as of _____ (the "***Date of Grant***"), «Units_Proposed» Incentive Shares of the Company (the "***Incentive Shares***"). The Incentive Shares being issued under this Agreement shall be subject to all provisions and restrictions set forth in this Agreement, the Plan and the Operating Agreement. The Participation Threshold (as such term is defined in the Operating Agreement) for the Incentive Shares at a particular time is equal to the sum of (a) $ and (b) the aggregate amount of Contributions (as such term is defined in the Operating Agreement) made to the Company in respect of the Preferred Shares (as such term is defined in the Operating Agreement) at such time.

2. Vesting of Incentive Shares

(a) (i) Incentive Shares will begin to vest on «Actual_Start_date» (the "***Vesting Commencement Date***"). Except as otherwise provided in Sections 2(b) and 3 hereof, the Incentive Shares shall vest in the following amounts at the following times (the "***Vesting Dates***"), provided that the Continuous Service of the Recipient with the Company and its Related Entities continues through and on the applicable Vesting Date:

Percentage of Incentive Shares	Vesting Date

(ii) There shall be no proportionate or partial vesting in the periods prior to each Vesting Date and, except as otherwise specifically provided herein, all vesting shall occur only on the applicable Vesting Date.

(b) Acceleration Events. All Incentive Shares shall vest if Recipient's Continuous Service to the Company and the Related Entities has not terminated at the time that a Sale Transaction (as such term is defined under the Operating Agreement) is consummated and Recipient's Continuous Service is terminated without cause, as determined by the Board, within twelve (12) months after such Sale Transaction. In addition, the Board or the Plan Committee shall be authorized, in their sole discretion, based upon their review and evaluation of the performance of the Recipient and of the Company and its Related Entities, to accelerate the vesting of any Incentive Shares under this Agreement, at such times and upon such terms and conditions as the Board or the Plan Committee shall deem advisable, and which determination shall be made on an individual by individual basis and need not be uniform among all recipients under the Plan.

3. Forfeiture. If the Recipient's Continuous Service with the Company or a Related Entity is terminated for any reason, any Incentive Shares that are not Vested Shares, and that do not become Vested Shares pursuant to Section 2 hereof as a result of such termination, shall be forfeited immediately upon such termination of Continuous Service and revert back to the Company without any payment to the Recipient. The Board or the Plan Committee shall have the power and authority to enforce on behalf of the Company any rights of the Company under this Agreement in the event of the Recipient's forfeiture of Unvested Shares pursuant to this Section 3.

4. Restrictions on Transfer. No Transfer of Incentive Shares shall be permitted unless such Transfer is approved by the Board. Any Transfer or attempted Transfer not in compliance with this Section 4 or any other applicable provision or restriction of this Agreement, the Plan and/or the Operating Agreement shall be null, void and of no effect and shall not be effected upon the records of the Company.

5. Taxes.

(a) The parties intend that the Incentive Shares shall be a "profits interest" within the meaning of Revenue Procedure 93-27 and that no current tax obligation for the Recipient shall result by reason of the grant or vesting of such Incentive Shares.

(b) Tax consequences on the Recipient (including, without limitation, federal, state, local and foreign income tax consequences) with respect to the Incentive Shares (including without limitation the grant, vesting and/or forfeiture thereof) are the sole responsibility of the Recipient and the Recipient has had the opportunity to review such tax consequences with his or her own tax advisors. The Recipient shall consult with his or her own personal accountant(s) and/or tax advisor(s) regarding these matters, the making of an election under Section 83(b) of the Internal Revenue Code of 1986, as amended (the "***Code***"), and the Recipient's filing,

withholding and payment (or tax liability) obligations. The Recipient understands that Section 83 of the Code taxes as ordinary income the difference between the purchase price for the Incentive Shares and the fair market value of the Incentive Shares as of the date any restrictions on the Incentive Shares lapse. The Recipient understands that he or she may elect to be taxed at the time that the Incentive Shares are received rather than when and as the Incentive Shares vest by filing an election under Section 83(b) of the Code with the IRS within 30 days from the date that such Incentive Shares are received. THE FORM FOR MAKING THIS SECTION 83(b) ELECTION IS ATTACHED TO THIS AGREEMENT AND THE RECIPIENT (AND NOT THE COMPANY OR ANY OF ITS AGENTS) SHALL BE SOLELY RESPONSIBLE FOR APPROPRIATELY FILING SUCH FORM, EVEN IF THE RECIPIENT REQUESTS THAT THE COMPANY OR ITS AGENTS MAKE THIS FILING ON RECIPIENT'S BEHALF.

6. Amendment, Modification and Assignment. No provision of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the Recipient and the Company. No waiver by either party of any breach by the other party hereto of any condition or provision of this Agreement shall be deemed a waiver of any other conditions or provisions of this Agreement. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Agreement. Unless otherwise consented to by the Board or the Plan Committee, this Agreement shall not be assigned by the Recipient in whole or in part. The rights and obligations created hereunder shall be binding on the Recipient and his or her heirs and legal representatives and on the successors and assigns of the Company.

7. Operating Agreement. As a condition to this grant of Incentive Shares, the Recipient shall execute such documents as the Company may require to evidence the fact that the Recipient agrees that his or her acquisition of such Incentive Shares is subject to the terms and conditions of the Operating Agreement, and that the Recipient shall be bound by the Operating Agreement, in the same manner as if he or she were an original signatory thereto.

8. Recipient's Representations. The Recipient hereby represents and warrants to the Company that: (a) Recipient is aware of the Company's business affairs and financial conditions and has acquired sufficient information about the Company to reach an informed and knowledgeable decision to receive the Incentive Shares, (b) Recipient is receiving the Incentive Shares for Recipient's own account for investment purposes only and not with a view to, or for the resale in connection with, any "distribution" thereof for purposes of the Securities Act of 1933, as amended (the "***Securities Act***"), (c) Recipient understands that the Company's issuance of the Incentive Shares has not been registered under the Securities Act in reliance upon a specific exemption therefrom and that the Incentive Shares must be held indefinitely unless the transfer is subsequently registered under the Securities Act or unless an exemption from registration is otherwise available, (d) Recipient understands that the Company is under no obligation to register any transfer of the Incentive Shares, (e) Recipient has the requisite power and authority to execute and deliver this Agreement and the Operating Agreement, to perform his or her obligations hereunder and to consummate the transactions contemplated hereby, (f) this Agreement and the Operating Agreement have been duly and validly executed and delivered by Recipient and the execution and delivery of this Agreement and the Operating Agreement and performance by Recipient of his or her obligations hereunder and thereunder, the consummation of the transactions contemplated hereby and thereby and the compliance by Recipient with the

provisions hereof and thereof will not violate or conflict with any action, suit or order affecting Recipient or require any consent or other action by any other person or entity under, or constitute a default under, any provision of any contract, agreement or other instrument to which Recipient is a party or to which any of his or her properties are bound, (g) this Agreement and the Operating Agreement constitute valid and binding obligations of Recipient, enforceable in accordance with their respective terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies and (h) Recipient has received all documents, books and records pertaining to the Company requested by Recipient and Recipient has had a reasonable opportunity to ask questions of, and receive answers concerning, the Company and all of such questions have been answered to Recipient's satisfaction and the determination of Recipient to enter into this Agreement has been made by Recipient independent of any such answers given or other statements made by the Company.

9. Miscellaneous.

(a) No Right to Continuous Services. The grant of the Incentive Shares shall not be construed as giving the Recipient the right to Continuous Service with the Company or its Related Entities.

(b) No Limit on Other Compensation Arrangements. Nothing contained in this Agreement shall preclude the Company from adopting or continuing in effect other or additional compensation arrangements and such arrangements may be either generally applicable or applicable in specific cases.

(c) Severability. If any provisions of this Agreement is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or would disqualify this Agreement or this award under any applicable law, such provision shall be construed or deemed amended to conform to applicable law or if such provision cannot be so construed or deemed amended without materially altering the purpose or intent of this Agreement and the grant hereunder, such provision shall be stricken as to such jurisdiction and the remainder of this Agreement and the award shall remain in full force and effect.

(d) No Trust or Fund Created. Neither this Agreement nor the grant made pursuant to this Agreement shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and the Recipient or any other person. To the extent that the Recipient or any other person acquires a right to receive payments from the Company pursuant to this Agreement, such right shall be no greater than the right of any unsecured general creditor of the Company.

(e) Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of Delaware.

(f) Jurisdiction and Venue. The Company and the Recipient each irrevocably and unconditionally (i) agree that any suit, action or legal proceeding arising out of or relating to this Agreement which is expressly permitted by the terms of this Agreement to be brought in a court of law, shall be brought in the courts of record of the State of Connecticut in the County of New

Haven; (ii) consents to the jurisdiction of each such court in any such suit, action or proceeding; (iii) waives any objection which it or he may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (iv) agrees that service of any court papers may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in such courts.

(g) Interpretation. The Recipient accepts the Incentive Shares subject to all the terms and provisions of this Agreement and the terms and conditions of the Plan and the Operating Agreement. The undersigned Recipient hereby accepts as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under this Agreement.

(h) Headings. Headings are given to the Paragraphs and Subparagraphs of this Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Agreement or any provision thereof.

10. Complete Agreement. Except as otherwise provided for herein, this Agreement and those agreements and documents expressly referred to herein embody the complete agreement and understanding among the parties and supersede and preempt any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

[The remainder of this page has been intentionally left blank]

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

ARVINAS HOLDING COMPANY, LLC

By: _____
Name: Sean Cassidy
Title: CFO

AGREED AND ACCEPTED:

RECIPIENT:

_____
Name: «Name»

[SIGNATURE PAGE TO ARVINAS HOLDING COMPANY, LLC AWARD AGREEMENT]

Exhibit 10.6

LEASE

BETWEEN

SCIENCE PARK DEVELOPMENT CORPORATION

AND

ARVINAS, INC.

DATE: December 31, 2017

TABLE OF CONTENTS

Exhibits

Schedules

This Lease (this "**Lease**") is made and entered into as of the day of ____ December, 2017, by and between SCIENCE PARK DEVELOPMENT CORPORATION, a Connecticut corporation having a principal place of business at 5 Science Park, New Haven, Connecticut 06511 (herein referred to as "**Landlord**") and ARVINAS, INC., a Delaware corporation having a principal place of business at 5 Science Park, New Haven, Connecticut 06511 (herein referred to as "**Tenant**").

WITNESSETH:

Landlord warrants and represents to Tenant that it is a corporation organized and in good standing under the laws of the State of Connecticut and that it has full right, power and authority to enter into this Lease in the manner hereinafter subscribed. Tenant warrants and represents to Landlord that it is a corporation organized and in good standing under the laws of the State of Delaware and that it has full right, power and authority to enter into this Lease in the manner hereinafter subscribed. Based upon the foregoing, Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the Leased Premises as hereinafter defined, for the term, rentals, and upon other conditions and covenants as follows:

ARTICLE 1. LEASED PREMISES

1.1 Leased Premises.

(a) Landlord is the owner of the real property located at Science Park, New Haven, Connecticut as described on **Exhibit A** attached hereto (the "**Property**"). The Tenant shall lease from Landlord the following premises located in Science Park Building 5 ("**Building 5**"), which is located on the Property: (i) approximately 7,873 rentable square feet on the first floor of Building 5, as shown on the floor plan attached hereto as **Schedule A-1** (the "**First Floor Premises**"); (ii) approximately 10,249 rentable square feet on the second floor of Building 5, as shown on the floor plan attached hereto as **Schedule A-2** (the "**Second Floor Premises**"); and approximately 9,456 rentable square feet on the third floor of Building 5, as shown on the floor plan attached hereto as **Schedule A-3** (the "**Third Floor Premises**"). Tenant shall have exclusive use of the First Floor Premises, the Second Floor Premises, the Third Floor Premises and Landlord's fixtures, equipment and personalty set forth in **Schedule A-1** attached hereto ("**Landlord's Additional Property**"). The First Floor Premises, the Second Floor Premises, the Third Floor Premises and the Landlord's Additional Property shall be referred to herein collectively as the "Leased Premises." Landlord's Additional Property shall be considered part of the Leased Premises but shall remain property of the Landlord.

(b) Tenant's rights under this Lease shall include, in common with other tenants of Building 5 or buildings within which the Leased Premises may be located from time to time, use of the land and the facilities, accesses, hallways, roadways, sidewalks, and like service and scenic improvements and grounds (with the exception of parking areas), which are intended for the common use of tenants of Building 5 or such buildings ("**Common Facilities**").

1.2 Parking. The rental of the Leased Premises will include the use of up to seventy five (75) parking spaces ("**Tenant's Parking Spaces**"), in parking lots in common with other tenants and in locations in reasonable proximity to Building 5 as designated by Landlord.

ARTICLE 2. TERM

2.1 Term; Commencement Date. The term of this Lease (the "**Term**") shall commence on January 1, 2018 (the "**Commencement Date**") and Landlord agrees to deliver to Tenant, and Tenant agrees to accept, exclusive possession of the Leased Premises as set forth in Section 2.4 below. Unless sooner cancelled or terminated or extended in accordance with the terms of this Lease, the Term will expire with respect to the entire Leased Premises as of December 31, 2022 (the "**Expiration Date**").

2.2 Omitted.

2.3 Landlord's Contribution. Landlord shall contribute rent abatements up to the total amount of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) ("**Landlord's Contribution**") on account of the cost of refurbishing the Leased Premises including design and engineering costs. Landlord's Contribution shall be available to Tenant only as follows: (i) Tenant shall submit to Landlord a written request to utilize a portion of Landlord's Contribution as an abatement of one or more monthly installments of Base Rent (as hereinafter defined) (each a "**Contribution Request**"); (ii) each Contribution Request shall include evidence reasonably satisfactory to Landlord that Tenant has actually paid to contractors and other relevant professionals an amount at least equal to the amount sought in the Contribution Request in connection with construction, design and or other service and materials directly related to and necessary in connection with the Expansion Project ("**Refit Expenses**"); (iii) unless a Contribution Request is disputed by Landlord within ten (10) days from receipt by Landlord, Tenant shall be entitled to abatement of Base Rent monthly installment(s) first payable not less than thirty (30) days from submission of such Contribution Request to Landlord; (iv) in addition to the foregoing: (A) Tenant shall be limited to no more than three (3) contribution requests per year; (B) each Contribution Request shall be in an amount not less than the lesser of the remaining unused portion of Landlord's Contribution and the Base Rent payable for one (1) month and shall specify how Tenant intends to apply the Base Rent abatements to upcoming monthly installment(s) of Base Rent; and (C) monthly abatements of Base Rent shall be applied to whole months and Tenant shall have no right to a partial abatement of monthly Base Rent other than with respect to the last Contribution Request.

2.4 "As Is" Condition; No Representations by Landlord.

A. Tenant acknowledges that it is currently in possession and control of the Second Floor Premises and the Third Floor Premises pursuant to the terms of the Existing Lease (as hereinafter defined). Tenant hereby accepts Landlord's tender of possession of the Second Floor Premises and Third Floor Premises in their "as is" condition as of the Commencement Date.

B. As of the Commencement Date, Landlord shall tender Tenant possession of the First Floor Premises in its then "as is" condition and Tenant agrees to accept possession of the Leased Premises in its "as is" condition as of the Commencement Date.

C. Except as provided in Section 2.5 below, Tenant relies on no warranties or representations, express or implied, of Landlord or any agent or other party associated with Landlord as to its condition or repair, or as to taxes or any other matter relating to the Leased Premises, except as otherwise expressly provided in this Lease.

D. Subject to Section 2.3 above, Tenant shall be responsible for all costs associated with any modifications or improvements to the Leased Premises, consistent with and subject to the provisions of Article 6 hereof.

E. Tenant acknowledges that Landlord owns but is permitting Tenant to make use of Landlord's Additional Property (consisting of certain furnishings, fixtures, equipment and other improvements as set forth on **Schedule A-4** attached hereto). Landlord shall ensure that all Landlord's Additional Property is in good working order as of the Commencement Date but Landlord specifically disclaims any further responsibility therefor and Tenant agrees that Landlord shall not be responsible for repairs or maintenance of any of Landlord's Additional Property from and after the Commencement Date. Tenant acknowledges that: (i) Landlord owns and shall retain title to the Landlord's Additional Property; (ii) Tenant may make use of the Landlord's Additional Property during the Term of this Lease; (iii) Landlord expressly disclaims any warranty of any sort express or implied under law with respect to the Landlord's Additional Property including with respect to any use thereof that may be made by Tenant; (iv) Tenant accepts the use of the Landlord's Additional Property in its then "as-is" condition with "all faults" and shall defend and indemnify the Landlord with respect to any claims arising from or related to the use of the Landlord's Additional Property; and (v) upon the expiration or sooner termination of this Lease, Tenant shall return and/or turn over possession to Landlord of all Landlord's Additional Property in like condition as of the date of this Lease, reasonable wear and tear and casualty excepted.

2.5 Limited Warrantees by Landlord. Landlord warrants that:

A. the Leased Premises and Building 5 are in compliance with all applicable laws, regulations and codes, including the Americans with Disabilities Act, all as in effect as of the date of this Lease; and

B. there are no friable asbestos or other Hazardous Materials (as hereinafter defined) in Building 5 other than those Hazardous Materials that are currently being used or which may be used properly and in compliance with law in the operation of Building 5 or are being used by other tenants of Building 5 in the operation of their businesses and laboratory facilities.

2.6 Tenant's Work. Tenant, at its sole cost, subject only to the provisions of Section 2.3 above, shall be responsible for any construction and alterations within the Leased Premises together with the installation of its furniture, fixtures and business equipment, including telecommunications cabling and equipment, security systems, and any other ancillary systems it may require as approved by the Landlord in writing, which approval shall not be unreasonably withheld or delayed (the "**Tenant's Work**"), at its expense, and in a good and workmanlike manner in accordance with all of its obligations under this Lease including, without limitation, Article 6 hereof. Tenant shall furnish and install any and all necessary trade fixtures, equipment and other items necessary for the proper conduct of Tenants business subject to the reasonable approval of Landlord. All of the foregoing work and all work Tenant may undertake pursuant to Article 6 of this Lease shall be done in accordance with all laws, rules, regulations and ordinances applicable thereto, including, if necessary, compliance with the Americans With Disabilities Act, as amended from time to time, and the acquisition by Tenant of a building permit from the municipal department having jurisdiction, if required. Landlord agrees to cooperate with Tenant in obtaining required permits, including executing applications if required. In no event shall Landlord be required to provide or install any trade fixtures or equipment. Tenant shall comply and cause all of its contractors to comply with the provisions of Article 6 of this Lease.

2.6.1 Tenant Grant Applications. Landlord shall reasonably cooperate with Tenant's efforts to secure funding from the Department of Economic and Community Development in connection with Tenant's Work.

2.7 Early Access to Leased Premises. Tenant shall continue to have and maintain possession and control of the Third Floor Premises and the Second Floor Premises through the Commencement Date. Upon full execution of this Lease and provision to Landlord of certificates of insurance complying with the requirements of this Lease, Tenant shall be granted access to the First Floor Premises for limited purposes of making preparations for the use of the First Floor Premises and performance of Tenant's Work, provided, however, Tenant may not interfere with or disturb the existing tenant of a portion of the First Floor Premises. Tenant agrees that all provisions of this Lease, other than those provisions requiring payment of Base Rent and Additional Rent shall apply and be in full force and effect upon the granting of access to the First Floor Premises. Landlord represents and warrants that the existing tenant on the First Floor Premises will vacate the First Floor Premises no later than January 15, 2018.

ARTICLE 3. BASE RENT AND ADDITIONAL RENT

3.1 Base Rent.

A. As used herein, the term "**Lease Year**" shall mean the 12-month period commencing on the Commencement Date and each succeeding 12-month period. During the initial Term, Tenant shall pay to Landlord a base rent ("**Base Rent**") for each Lease Year as follows:

Months of Term	Base Rent Rate (Annually per RSF)	Applicable RSF	Monthly Base Rent
January, 2018	$ 21.00	19,705	$ 34,483.75
February, 2018—May, 2018	$ 21.00	27,578	$ 48,261.50
June, 2018—July, 2018	$ 21.00	19,705	$ 34,483.75
August, 2018—December, 2022	$ 21.00	27,578	$ 48,261.50

B. All Base Rent and recurring monthly installments of all items of "Additional Rent" (as hereinafter defined) shall be payable each month, in advance, by not later than the first day of each month by way of wire transfer, electronic funds transfer, or other approved form of "same day" available funds. All Base Rent and recurring Additional Rent will be prorated for partial months during the Term.

3.2 Additional Rent. In addition to Base Rent, Tenant shall pay to Landlord additional rent ("**Additional Rent**") consisting of all other sums of money as shall become due and payable by Tenant as expressly set forth in this Lease, including without limitation, amounts due and payable under this Article 3, for default in the payment of which Landlord shall have the same remedies as for a default in the payment of Base Rent.

A. **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings indicated:

"Base Operating Expense Year" shall mean the calendar year 2018.

"Base Property Tax Year" shall mean the calendar year 2018.

"Base Operating Expenses" shall mean the amount of Operating Expenses attributable to the Base Operating Expense Year.

"Base Property Taxes" shall mean the amount of Property Taxes attributable to the Base Property Tax Year.

"Operating Expenses" shall mean all costs and expenses paid or incurred by or on behalf of Landlord: (i) in providing HVAC service to the Leased Premises; and (ii) with respect to the ownership, maintenance, policing, repair, replacement, restoration, management, insurance, security and/or operation of Building 5 and any parking areas serving Building 5 or any part thereof, and are herein deemed to include, but not necessarily be limited to the following:

(a) the cost of all personnel, including wages, salaries and other compensation and fringe benefits, social security taxes, payroll taxes, unemployment taxes, and any other such taxes;

(b) management fees that shall in no event exceed the reasonable and customary management fees charged from time to time for comparable buildings in the greater New Haven Market;

(c) the cost of all utilities, fuel charges and related costs and services attributable to any portion of Building 5, including, but not limited to, all such utilities used or consumed in connection with the heating, ventilating, air conditioning, and water heating within Building 5;

(d) all office and janitorial supplies and similar materials used in the operation of Building 5;

(e) the cost of all services incurred in the operation of Building 5 (and all service agreements and maintenance contracts for same), including, but not limited to, protection and security service, window cleaning, common area cleaning service, plant and landscaping service, including plantings and re-plantings, elevator, HVAC maintenance and repair, ice and snow removal, and trash removal;

(f) insurance, including, but not limited to, fire (including, without limitation, endorsements for extended coverage, vandalism and malicious mischief, and theft and mysterious disappearance), public liability, rental interruption, boiler, water damage, sprinkler leakage, workers' compensation, health, accident and group insurance; and

(g) the cost of all maintenance, repairs, replacements and restorations, whether performed pursuant to obligations under leases, as a result of fire or other casualty or otherwise, including, but not limited to, all maintenance, repairs and replacements (structural or non-structural) to the roof, inundation, exterior and interior walls, floors and covering of same, replacement of plate, and other window glass, repair and replacement of all heating and cooling units and systems, repair and replacement of any portion of the sprinkler system, restrooms and all plumbing facilities, utility conduits, pumping stations and force mains, signs, elevators, sidewalks and steps, all Building 5 service equipment, lighting units and fixtures including bulbs and tubes, all other Building 5 fixtures and equipment, and all other maintenance, repairs, replacements and restorations of Building 5, all exclusive of items which are the direct responsibility of any other tenant.

Notwithstanding anything to the contrary contained herein, Operating Expenses shall in all cases exclude:

(1) Items which are the direct responsibility of any tenant or are caused by the intentional or negligent acts of any such tenant, its agents or licensees and the costs of which are recovered from such tenant;

(2) Expenses of alterations to the Leased Premises or Building 5 for the accommodation of a specific tenant or tenants, which expenses shall be borne by such tenants;

(3) All costs of leasing space in Building 5 including office expenditures, legal fees and broker's commissions;

(4) Costs actually covered by Landlord's insurance or other manner of reimbursement to the extent that payment is actually received by Landlord, but not excluding the amount of any deductible;

(5) Repairs or other work resulting from damage by fire, windstorm or other casualty to the extent covered by insurance in force or required to be carried by Landlord hereunder, or by the exercise of eminent domain;

(6) Leasing commissions, attorney's fees, costs and disbursements and other expenses incurred in connection with negotiations or disputes with tenants, other occupants or prospective tenants or other occupants;

(7) Landlord's cost of utilities and other services that are sold to tenants and for which Landlord is entitled to be reimbursed by tenants as an additional charge or rental payable under the lease with such tenant;

(8) Depreciation and amortization of any kind, except as otherwise provided herein;

(9) Interest on debt or amortization payments on any mortgage or mortgages and/or rentals under any ground lease or other underlying leases;

(10) costs incurred in connection with the sale, financing or refinancing of Building 5;

(11) fines, interest and penalties incurred due to the late payment of Taxes or Operating Expenses;

(12) organizational expenses associated with the creation and operation of the entity which constitutes Landlord;

(13) sums paid to subsidiaries or other affiliates of Landlord for services on or to the Property, Building 5 and/or Leased Premises, but only to the extent that the costs of such services exceed the competitive cost for such services rendered by persons or entities of similar skill, competence and experience;

(14) wages, salaries, fees, and fringe benefits paid to executive personnel or officers or partners or other corporate personnel of Landlord;

(15) the cost or expense of any services or benefits provided generally to other tenants in Building 5 and not provided or available to Tenant;

(16) expenses for the replacement of any item covered under warranty, unless Landlord has not received payment under such warranty;

(17) any cost or expense related to removal, cleaning, abatement or remediation of "hazardous materials" in or about Building 5, common area or Property, including, without limitation, hazardous substances in the ground water or soil;

(18) all costs of purchasing or leasing sculptures, paintings or other works or objects of art;

(19) all bad debt loss, rent loss, or reserves for bad debt or rent loss,

(20) property Taxes and amounts excluded from the definition thereof;

(21) the cost of any improvements to Building 5 or related improvements that are required to be capitalized by generally accepted accounting principles (except that Landlord may include the amount each year that amortizes such improvements in equal annual installments over their useful life as determined by generally accepted accounting principles);

(22) rent paid or payable under ground leases (other than in the nature of additional rent consisting of Property Taxes or Operating Expenses);

(23) advertising, entertainment and promotional costs that are paid or incurred for Building 5; and

(24) the portion of costs that Landlord incurs for the benefit of a building other than Building 5 (to the extent that Landlord incurs costs that benefit Building 5 and another building).

"Property Taxes" shall mean all real property taxes and assessments, water and sewer taxes and assessments, and any and all other governmental levies, taxes or charges, general or special, ordinary or extraordinary, unforeseen as well as foreseen, of any kind of nature whatsoever, which may be assessed or imposed from time to time during any part of the Term by the City of New Haven and/or any other governmental taxing authority, upon the Property, Building 5 and/or the parking lot(s) from time to time serving Building 5; provided, however, that Property Taxes shall not include any transfer, excise, income or corporate franchise tax levied on Landlord. If, due to a future change in the method of taxation or in the taxing authority, a tax or governmental imposition, however designated (including, without limitation, any tax measured or payable with respect to income, profits, rents or other charges received by Landlord and levied against Landlord, the Property and/or Building 5) shall be levied against Landlord, the Property and/or Building 5 in substitution, in whole or in part, or as an addition to or in lieu of any Property Taxes, then such tax or governmental imposition shall be deemed to be included within the definition of the term "Property Taxes" for the purposes hereof.

"Tenant's Proportionate Share" shall mean that fraction, the numerator of which is the number of rentable square feet of floor space in the Leased Premises as set forth in Article 1 of this Lease, and the denominator of which (the "**Denominator**") is the average of the total rentable square feet of floor space in Building 5 actually under lease to tenants during the calendar year in question (as such number is determined by leases, whether verbal or in writing, and pursuant to the terms of which leases rent has commenced to be payable), (said average being referred to as the "**Average Occupancy Figure**"). Notwithstanding the foregoing, in the event that the Average Occupancy Figure is less than ninety five percent (95%) of the total rentable square footage in Building 5 during the Base Operating Expense Year or any other calendar year, then in such event (i) the Denominator described hereinabove shall be then established during such period in question at ninety five percent (95%) of the total rentable square footage in Building 5, and (ii) those components of Operating Expenses which relate to and are incurred as a consequence of Building 5 tenant use and occupancy (including Building 5 maintenance and repair, janitorial and cleaning expenses. Building 5 management fees and costs and Building 5 tenant electric expenses) shall be increased on a pro rata basis from the actual levels at which they are incurred during any given calendar year in question to the levels at which they would have been incurred had the Average Occupancy Figure been ninety five percent (95%) of the total square footage in Building 5 during the calendar year in question.

B. **Expense and Tax Increases.** In addition to the Base Rent, Tenant shall pay to Landlord, as Additional Rent, as hereinafter provided, Tenant's Proportionate Share of (i) increases in Operating Expenses over the Base Operating Expenses, and (ii) increases in Property Taxes over the Base Property Taxes (collectively referred to as the "**Expense and Tax Increases**"). Prior to the end of the Base Operating Expense Year, and in advance of each calendar year thereafter during the Term, Landlord shall furnish Tenant with an estimate (which estimate may be changed by Landlord from time to time) of Tenant's Proportionate Share of the

Expense and Tax Increases for the ensuing calendar year (or portion thereof). Commencing with the monthly installment of Base Rent payable for January, 2019, and thereafter on the first (1st) day of each month during the Term, Tenant shall pay to Landlord one-twelfth (1/12th) of the amount of Landlord's then current estimate of Expense and Tax Increases. Within 180 days after the end of each calendar year following the Base Operating Expense Year and within 180 days after the end of the Term, Landlord shall submit to Tenant a statement, prepared by Landlord, of the actual Expense and Tax Increases for the preceding calendar year (or partial calendar year in the event the Term shall end on a date other than a December 31st), and the figures used for computing Tenant's Proportionate Share for the preceding calendar year, and if Tenant's Proportionate Share of Expense and Tax Increases so stated for such period is (i) more than the amount paid for such period, Tenant shall pay to Landlord the deficiency within thirty (30) days after submission of such statement, or (ii) less than the amount paid for such period, at Landlord's sole election, Tenant shall be entitled to a credit in the amount of such excess against amounts next coming due under this Paragraph or Landlord shall refund the amount of such overpayment to Tenant (or a refund of such excess in the case of the end of the term of this Lease). Any such adjustment shall survive the expiration or earlier termination of the Term. If Landlord shall furnish such estimate subsequent to the commencement of any such calendar year, then, until the first (1st) day of the month following the month in which such estimate is furnished to Tenant, Tenant shall pay to Landlord on the first (1st) day of each month an amount equal to Tenant's monthly payment with respect to Tenant's Proportionate Share of Expense and Tax Increases for the last month of the preceding calendar year.

3.3 Omitted.

3.4 Electricity. Tenant shall pay to Landlord, as Additional Rent hereunder, an amount equal to $1.62 per year for each rentable square foot of the Leased Premises, which shall be payable in equal monthly installments together with the regular monthly payments of Base Rent and Additional Rent.

3.5 Absolute Obligation to Pay; No Set-Off. Tenant's obligation to make full and prompt payments of all Base Rent and Additional Rent when owed under the terms of this Lease is absolute. Base Rent and Additional Rent shall be paid without set-off, withdrawal or deduction of any nature.

3.6 Partial Payments. Any payment of Base Rent and/or Additional Rent which is less than the amount then due and owing to Landlord will be considered a payment against the oldest outstanding rental obligation and Landlord may accept such payment without affecting its rights to collect the balance owed.

3.7 Interest on Late Payments of Base Rent, Additional Rent or Other Amounts Due. Any Base Rent, Additional Rent or other amount which is owed by Tenant under this Lease and which is not paid within fifteen (15) days of the date when due shall carry interest at an annual rate (the "**Default Rate**") equal to the lesser of (i) the highest rate allowed by law from the date which is fifteen (15) days after the date such Base Rent and/or Additional Rent or other amount was due until the date of payment, and (ii) eighteen percent (18%) per annum.

3.8 Bookkeeping and Audits. Landlord shall maintain books and records respecting gas, electricity, Operating Expenses and Property Taxes and determine the same in accordance with sound accounting and management practices, consistently applied. Tenant or its representative shall have the right to examine those books and records of Landlord and any managing agent reasonably necessary for purposes of auditing expenditures for gas, electricity, Operating Expenses and Taxes in question. Such examination shall take place during normal business hours at the place or places where such records are normally kept. Each Annual Operating Expense Statement rendered to Tenant shall be considered final, unless Tenant has given written notice to Landlord of its intention to audit the books and records of Landlord, which notice must be given within forty five (45) days following Tenant's receipt of such Annual Operating Expense Statement. In the event that Landlord and Tenant are unable to resolve the dispute within forty five (45) days following Landlord's granting Tenant access to such books and records of the Landlord, then such dispute shall be submitted to an independent certified public accounting firm selected by Landlord, subject to Tenant's reasonable approval of such firm, which approval shall not be unreasonably withheld or delayed. The certification by such independent certified public accounting firm as to the proper amount shall be final and conclusive as between Landlord and Tenant. Tenant shall promptly pay the fees and costs of such independent certified public accounting firm unless such certification determines that Tenant was overbilled by more than two (2%) percent in which case Tenant's audit expenses will be paid by Landlord. Pending resolution of any such exceptions in the foregoing manner, Tenant shall continue paying, without prejudice to Tenant's position, Tenant's Pro Rata Share of gas, electricity, Operating Expenses and Taxes paid or incurred during the applicable period in the amounts determined by Landlord, subject to adjustment after any such exceptions are resolved.

3.9 Survival. The rights, obligations and liabilities of Landlord and Tenant under this Article 3 shall survive the expiration or earlier termination of this Lease for any reason.

ARTICLE 4. TAXES

4.1 Personal Property Taxes. Tenant shall be solely responsible for and pay within the time provided by law all taxes and assessments imposed on its inventory, furniture, trade fixtures, apparatus, equipment and any other of Tenant's personal or other property.

4.2 Property Taxes. Tenant's liability for the payment of Property Taxes is governed by Section 3.2 of this Lease.

4.3 Available Abatements of Real Property Taxes. Landlord shall use reasonable commercial efforts to assist Tenant's efforts to obtain the benefit of any "Enterprise Zone" abatements of Property Taxes that may be available as a result of, relating to, or in connection with the Tenant's occupancy of the Leased Premises or Tenant's business operations therein ("**Property Tax Abatements**"). Landlord shall not be required to commence any adversarial proceeding, whether administrative or judicial, to obtain any ruling, file any appeal, or otherwise to defend any application and shall not be accountable to the Tenant for any of its efforts in seeking Property Tax Abatements. In the event that any Property Tax Abatements are secured, Landlord shall credit the amount of the Property Tax Abatements, net of all out-of-pocket costs, expenses and fees incurred by Landlord in securing such Property Tax Abatements, in equal installments to the Additional Rent payable by Tenant during the next six months after such Property Tax Abatements are received by or credited to Landlord by such taxing authority. Landlord makes no representations as to the availability of Property Tax Abatements and/or the Landlord's rights with respect thereto.

4.4 Other Taxes and License Fees. Tenant shall pay before delinquency all license and permit fees and taxes that may be imposed upon the business of Tenant on the Leased Premises.

4.5 Survival. The rights, obligations and liabilities of Landlord and Tenant under this Article 4 shall survive the expiration or earlier termination of this Lease for any reason.

ARTICLE 5. TENANT'S USE OF LEASED PREMISES

The Leased Premises will be used by Tenant only for research, office and laboratory purposes and for purposes incidental thereto and for any other uses consistent with the applicable zoning laws for City of New Haven and not otherwise prohibited by this Lease. Notwithstanding the foregoing, the Tenant shall, in all circumstances, use the Leased Premises for lawful purposes only and shall not use or occupy, nor permit the use nor occupancy of, the Leased Premises or any portion thereof for any of the following purposes: retail sales to the general public; the development, production or sale of pornographic materials; operation or promotion of a gambling establishment; or any use which creates fire, explosive or other similar hazard outside of normal research and laboratory use. Tenant shall at all times and in all respects comply with all local, state and federal laws, ordinances, regulations and orders relating to land use, industrial hygiene, environmental (including, but not limited to the Environmental Laws as defined in Section 8.5) or similar laws, including the use, analysis, generation, manufacture, storage, disposal or transportation of Hazardous Materials as defined in Section 8.4.

ARTICLE 6. ALTERATIONS

6.1 Reconfiguration; Alterations or Improvements to Leased Premises. Subject to the approval of the Landlord, which approval may not be unreasonably withheld, Tenant may reconfigure the Leased Premises at any time during the Term. Tenant shall not otherwise make any alterations, additions or improvements in or to the Leased Premises except with Landlord's prior written consent, which consent will not be unreasonably withheld. Without limiting the generality of the foregoing, it shall not be unreasonable for Landlord to withhold its approval or consent or require modifications to any proposed reconfiguration, alterations, additions or improvements if there will be any effect upon or interference with the design or installation of any mechanical, electrical or other systems which interconnect to or could affect or be affected by mechanical, electrical, HVAC or other Building 5 systems.

6.2 Improvements to Become Property of Landlord. AH additions and other improvements installed in the Leased Premises at any time except for Tenant's trade fixtures and equipment, as set forth on **Schedule B**, or as otherwise set forth in one or more written notices to Landlord, either by Tenant or by Landlord on Tenant's behalf, shall become the property of Landlord and shall be surrendered with the Leased Premises upon termination of this Lease. Upon the termination of this Lease, Landlord may require the removal of any additions and improvements installed in the Leased Premises that the Tenant installed without providing advance notice thereof to Landlord. If Tenant provides advance written notice to Landlord as to the installation of any additions or improvements to the Leased Premises, Tenant may include in such notice a specific reference to this section of this Lease and request the Landlord to determine whether such additions or improvements must be removed by Tenant upon the termination of the Lease. Landlord shall respond to such a notice from Tenant in writing within twenty (20) days of receipt, and state whether or the extent to which such additions and improvements must be removed upon the termination of the Lease and such written response from Landlord shall be binding on the parties. Landlord acknowledges that Tenant has supplied certain equipment, as contained in **Schedule B** attached, and Tenant shall remove said equipment upon termination of this Lease.

6.3 Tenant's Removal of Trade Fixtures. Nothing in this Article shall prevent Tenant's removal of its trade fixtures upon the Expiration Date or earlier termination of this Lease in accordance with the terms hereof, but upon such removal, Tenant shall promptly, and at its own expense, repair and restore any damage caused by such removal.

6.4 Tenant's Compliance with Conditions of Construction. Tenant shall, before making any alterations, additions or improvements permitted hereunder, obtain all permits, approvals and certifications required by any governmental or quasi-governmental body or authority, and (upon completion) certificates of final approval and/or completion thereof, and shall deliver promptly copies of all such permits, approvals and certificates to Landlord. In performing any additions, alterations or improvements to the Leased Premises permitted hereunder, Tenant shall comply with all applicable laws, regulations and ordinances. Tenant agrees to carry, and will cause its contractors and subcontractors to carry, worker's compensation insurance in the amount required by law and general liability insurance with a limit of not less than One Million Dollars ($1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage liability. Each such policy shall name Landlord and, at Landlord's request, Landlord's Lenders (as such term is defined in Section 10.1 hereof), as additional named insured(s) and Tenant shall furnish to Landlord prior to the commencement of construction appropriate certificates evidencing that such insurance is in effect. Any such alterations, additions or improvements shall be at the sole expense of Tenant using contractors selected by Tenant and approved by Landlord, which approval shall not be unreasonably denied or delayed. Tenant shall notify Landlord in writing of the identity of each contractor with whom it intends to contract at least five (5) business days prior to entering into a contract with such contractor. If Landlord has not notified Tenant in writing that Landlord disapproves of such contractor within five (5) business days after Landlord was notified of the identity of Tenant's proposed contractor, then such contractor shall be deemed approved.

6.5 Mechanic's Lien. If any mechanic's lien is filed against the Property, Building 5 or the Leased Premises for work claimed to have been done or materials claimed to have been furnished to or for the benefit of Tenant, whether related to work done pursuant to any provision of this Lease or otherwise, the lien, within forty five (45) days of its receipt of notice of such filing, shall be discharged by Tenant at Tenant's expense by filing a bond as required by law or by other reasonable means.

ARTICLE 7. REPAIRS

7.1 Landlord Maintenance. Landlord shall maintain and repair the public portions of Building 5 and Common Facilities, exterior and interior, and shall make all structural repairs to Building 5, and repairs to the plate glass and roof and exterior walls subject to Tenant's obligations under Sections 7.2—7.7 of this Lease. Landlord shall maintain in good operating order and condition, the equipment serving Building 5 generally and the utility systems serving Building 5 and up to the Leased Premises but not utility fixtures within the Leased Premises and exclusively serving the Leased Premises. Landlord shall have no obligation to maintain or repair any of fixtures, furniture, equipment or other personal property: (A) which are the property of the Tenant; (B) which were installed by the Tenant; (C) which are located in the laboratory area of the Leased Premises, including, without limitation, fume hoods (including any fume hoods installed by Landlord), autoclaves, and glass wash units; or (D) which are Landlord's Additional Property

7.2 Tenant Maintenance. Subject to Section 7.1, Tenant shall take good care of and maintain the Leased Premises, shall not waste the Leased Premises, Tenant shall also be responsible for its own janitorial services within the Leased Premises. Any contractors retained by Tenant for these purposes must be approved by Landlord in accordance with the provisions of Section 6.4.

7.3 Tenant's Liability for Damages. Notwithstanding any provision of Section 7.1 above, subject to the provision of Section 25.3, Tenant shall be liable for all damage or injury to the Leased Premises or to any other part of the Property or Building 5 or to any other portion of the property known as "Science Park", of which the Property is a part, whether requiring structural or non-structural repairs, caused by or resulting from any intentional or unintentional act, negligence or willful conduct on the part of Tenant, a subtenant of Tenant, their respective servants, employees, agents, contractors, subcontractors, licensees or invitees. All such damage or injury shall be repaired promptly by Tenant at its sole cost and expense to the satisfaction of Landlord.

7.4 Tenant to Repair Damage. Tenant shall repair all damage to the Property, Building 5 and to the Leased Premises caused by the moving, installing or removing of Tenant's fixtures, furniture, equipment or other personal property.

7.5 Landlord May Make Repairs at Tenant's Expense. If Tenant fails after thirty (30) days' notice to proceed with due diligence to make any repairs required to be made by it (unless in Landlord's judgment, reasonably exercised, a delay of thirty days may expose persons or property to possible damage or injury, wherein Landlord may proceed without notice to repair), repairs may be made by Landlord for the account of and at the expense of Tenant. The reasonable costs and expenses so incurred by Landlord in making any such repairs shall be payable by Tenant as Additional Rent within thirty (30) business days following submission of reasonably detailed invoices therefor.

7.6 Tenant to Notify Landlord of Defective Conditions. Tenant shall give Landlord prompt written notice of any defective condition in the Leased Premises of which Tenant is aware, including but not limited to, any defective condition in the plumbing, heating system or electrical lines located in, servicing or passing through the Leased Premises.

7.7 Quality of Work. Any and all work required or permitted to be done to or upon the Leased Premises by way of repairs, alterations, additions or improvements by Landlord or Tenant, or the agents or employees of either, shall be of a quality equal to the original construction and shall be done in accordance with all applicable laws, regulations and ordinances.

ARTICLE 8. COMPLIANCE WITH LAWS; INCREASED INSURANCE RATES; ENVIRONMENTAL LAWS

8.1 Tenant to Comply with Laws and Regulations. Tenant, at its sole cost and expense, shall comply with all present and future statutes, laws, orders, ordinances, rules, regulations and requirements of all federal, state, municipal and local governments, departments, commissions and boards, the directions of any public officer, and all orders, rules and regulations including, without limitation, the Connecticut State Fire Prevention Code and the Connecticut State Fire Safety Code, relating or pertaining to the conduct of Tenant's business or its specific use and occupancy of the Leased Premises (and not to those laws, etc. which pertain to tenants generally, which shall be Landlord's responsibility) (collectively, "**Laws**"). Landlord and not Tenant will make structural alterations if required by law, unless caused by Tenant's alterations or specific manner of use.

8.2 No Violation of Insurance Policies. Tenant shall not do or permit any act to be done in or to the Leased Premises which will invalidate or be in conflict with any policies of insurance at any time carried by or for the benefit of Landlord with respect to the Leased Premises, Building 5 or Property. Tenant shall not use the Leased Premises in a manner that will increase the rate of any insurance applicable to the Leased Premises, Building 5 or Property in effect on the Commencement Date. Landlord represents that as of the Commencement Date, the use of the Leased Premises for office and laboratory purposes does not conflict with or invalidate any insurance nor subject Landlord to an increase in the rate of insurance.

8.3 Tenant to Pay Costs, Fines and Penalties. Upon receipt of notice from Landlord, Tenant shall promptly pay all claims, costs, expenses, fines, interest, penalties or damages that may be imposed upon or incurred by Landlord by reason of any Event of Default, provided that Tenant shall not be liable for any late charges or other costs that result from a delay by Landlord in paying the same. Subject to the terms of Section 8.2, if Landlord's insurance rates are increased during the Term of this Lease because of a special risk associated with Tenant's use or occupancy, Tenant shall promptly reimburse Landlord for said increase as Additional Rent, upon receipt of reasonably detailed evidence thereof.

8.4 Hazardous Materials. As used herein, the term "**Hazardous Materials**" shall mean and include those elements, materials, compounds, mixtures, wastes or substances (collectively "**Substances**") which are designated as pollutant, toxic, infectious, flammable, radioactive or hazardous (or contained in any list which is adopted) by the United States Environmental Protection Agency (the "**EPA**"), the State of Connecticut or any political subdivision thereof, including without limitation the Connecticut Department of Energy and Environmental Protection ("**DEEP**"), or is so designated under any of the Environmental Laws, and, whether or not included in any such list or designated as such, shall be deemed to include all Substances containing petroleum, petroleum products and derivatives, chlorinated hydrocarbons, asbestos, and polychlorinated biphenyls (PCB's).

8.5 Environmental Laws. As used herein, the term "**Environmental Laws**" shall mean and include any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree regulating or relating to the protection of human health or the environment, or regulating or imposing liability or standards of conduct concerning the use, storage, discharge, handling, treatment, removal, disposal or transportation of any Hazardous Materials, as now or at any time hereafter in effect including, without limitation, Title 22a ("**Environmental Protection**") of the Connecticut General Statutes, including, but not limited to, Sections 22a—448 through 22a-457 of the Connecticut General Statutes (the "**Superlien Statute**"), the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §§9601 et. seq. The Superfund Amendments and Reauthorization Act, 42 U.S.C. §§9601 et. seq., the Federal Oil Pollution Act of 1990, §§2701, et. seq., the Federal Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq., the Federal Resource Conservation and Recovery Act as amended, 42 U.S.C. §§6901 et. seq., the Federal Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et. seq., the Federal Clean Air Act 42 U.S.C. §7401 et. seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et. seq., the Rivers and Harbors Act of 1899, 33 U.S.C. §§401 et. seq., Title X of Pub.L. 102.550 (Oct. 28, 1992), and all laws, statutes, rules, ordinances, and all rules and regulations of the EPA, the DEEP or any other state or federal department, board, or agency, or any other agency or governmental board or entity having jurisdiction over the Property, as any of the foregoing have been, or are hereafter created, amended, supplemented, re-authorized, superseded and replaced from time to time.

8.6 Chemicals and Hazardous Materials. Tenant shall, upon Landlord's request, no more often than quarterly, provide Landlord with a list of chemicals and Hazardous Materials Tenant intends to store or use in the Leased Premises. Such list, for the first Lease Year, is attached hereto as **Schedule C.** Tenant shall promptly notify Landlord in writing whenever Tenant intends to store or use other chemicals or Hazardous Materials than appear on such list, provided, however, Tenant is permitted without prior notice and consent of landlord to use those Hazardous Materials necessary for the conduct of its business provided they are not used in "reportable quantities" and they are used in accordance with Environmental Laws.

8.7 Compliance with Environmental Laws. Tenant shall at its own expense procure, maintain in effect and comply with all conditions of any and all permits, licenses and other government and regulatory approvals required for Tenant's activities or use of the Leased Premises, including, without limitation, the use, transportation, storage and discharge of

Hazardous Materials. Tenant shall comply at all times with all Environmental Laws applicable to Tenant's activities or use of the Leased Premises. Except as so discharged in accordance with all applicable Environmental Laws, Tenant shall cause any and all Hazardous Materials removed from the Leased Premises to be removed and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such Hazardous Materials. Tenant shall in all respects handle, treat, deal with and manage any and all Hazardous Materials in, on, under or about the Leased Premises in total conformity with all applicable Environmental Laws and prudent industry practices regarding management of such Hazardous Materials. Upon expiration or earlier termination of the Term of the Lease, Tenant shall: (i) cause all Hazardous Materials used by Tenant to be removed from the Leased Premises by an appropriately licensed contractor and to be transported for use, storage or disposal in accordance and compliance with all applicable Environmental Laws; and (ii) shall arrange for a licensed industrial hygienist or other appropriately licensed contractor to clean the Leased Premises and any remaining furniture, fixtures and equipment of any and all Hazardous Materials used by Tenant and to provide to Landlord appropriate and customary written certifications specifying the completion of same including descriptions and/or serial numbers of all equipment cleaned by the contractor ("**Cleaning Certificates**"). Tenant shall promptly deliver to Landlord copies of all Cleaning Certificates and hazardous waste manifests reflecting the legal and proper cleaning of the Leased Premises and remaining furnishings, fixtures and equipment and the legal and proper disposal of all Hazardous Materials removed from the Leased Premises.

8.8 Tenant to Indemnify Landlord and Landlord's Lenders. Tenant shall indemnify and hold harmless Landlord, Landlord's Lenders (as defined in Section 10.1), and their respective directors, officers, employees and agents (each an "**Indemnified Party**") from and against any and all claims, actions, proceedings, investigations, suits, penalties, fines, costs, expenses, sums paid in settlement, judgments, losses and damages, directly or indirectly arising as a result of or caused by Tenant's failure to comply fully with any applicable Laws or Environmental Laws or the terms of this Article 8, except as a result of the negligence or misconduct of an Indemnified Party. Landlord shall indemnify and hold harmless Tenant and its directors, officers, employees and agents from and against any and all claims, actions, proceedings, investigations, suits, penalties, fines, costs, expenses, sums paid in settlement, judgments, losses and damages, directly or indirectly arising as a result of or caused by Landlord's failure to comply fully with any applicable Laws or Environmental Laws. The foregoing indemnification shall include without limitation all costs of environmental cleanup, all fees and expenses of environmental consultants and engineers hired by an indemnified party and reasonable attorney's fees incurred by an indemnified party directly or indirectly as a result of any claim for which indemnification is provided herein. Tenant shall be responsible for the cost of any and all repairs to the Property, Building 5, the Leased Premises and any other real or personal property owned by Landlord or its subsidiaries from time to time, structural and nonstructural, required as a result of Tenant's violation of any such Laws or Environmental Laws or terms of this Article 8. The terms of this Article 8 shall survive the termination or expiration of this Lease for any reason.

ARTICLE 9. FLOOR LOAD; MACHINERY AND EQUIPMENT

9.1 Floor Load. Tenant shall not place a load upon any floor of the Leased Premises exceeding the established floor load of 100 pounds per square foot. All such equipment and material installation shall be placed and maintained by Tenant at its expense, with equipment in settings sufficient to absorb vibration and noise and prevent annoyance to other tenants in Building 5.

9.2 Engines, Machinery and Equipment. Tenant shall provide Landlord with a list of all engines, machinery and similar equipment Tenant intends to store or use in the Leased Premises, excluding ordinary office equipment. Such list is attached hereto as Schedule B. Tenant shall notify Landlord in writing in advance whenever Tenant intends to store or use engines, machinery or similar equipment in the Leased Premises other than that listed on Schedule B.

ARTICLE 10. TENANT'S OBLIGATIONS TO LANDLORD'S LENDERS

10.1 Subordination. The rights of Tenant under this Lease will always be subject and subordinate to the rights, title and interest of all present and future lenders who may from time to time extend credit to Landlord which extensions of credit may be secured in whole or in part by a mortgage or other security interest on the Property, Building 5 or Leased Premises (collectively, "**Landlord's Lenders**") and all renewals, modifications, replacements and extensions of any such mortgage or other security interest, provided Tenant's occupancy will not be disturbed. This provision is automatic without any further consent or confirmation by Tenant, but at Landlord's request, Tenant will execute an agreement in form and content reasonably acceptable to Landlord and Landlord's Lenders (a "**Subordination Nondisturbance Agreement**") confirming this provision. Tenant will sign a commercially reasonable Subordination Nondisturbance Agreement and return it to Landlord within thirty (30) days after Landlord makes the request in writing. Landlord shall obtain from Landlord's Lenders a reasonable form of Subordination Nondisturbance Agreement in recordable form to the effect that as long as Tenant shall keep, carry out, and perform all of the terms, covenants and provisions contained in this Lease which are to be performed by Tenant, within all applicable notice and cure periods, Landlord's Lenders, or their assignees, will not disturb Tenant's occupancy of the Leased Premises.

10.2 Estoppel Certificate. Tenant agrees to execute and deliver to Landlord within thirty (30) days of Landlord's written request a certificate or statement reasonably required to confirm that this Lease is in full force and effect, whether it has been modified, and if so, how, and whether, to Tenant's knowledge, Landlord is in default in the performance or observance of any covenants or conditions in this Lease on Landlord's part to be performed or observed, or any condition exists that with the passage of time would, if uncorrected, constitute a default (an "**Estoppel Certificate**"). Landlord shall deliver to Tenant a comparable Estoppel Certificate within thirty (30) days after written request from Tenant.

10.3 Prohibition Against Recording Lease. Neither party shall record this Lease on the New Haven Land Records. Any such recordation of this Lease shall be an Event of Default hereunder and such recordation shall be null and void and of no force and effect.

ARTICLE 11. LIMITATIONS ON LANDLORD'S LIABILITY

11.1 Property. Landlord shall not be liable for any loss of or damage to any property of Tenant, its employees, agents, contractors, subcontractors, licensees or invitees, whether by theft or otherwise, unless caused by the negligence or willful misconduct of Landlord, its agents, employees or contractors.

11.2 Landlord Not Liable for Other Tenants. Landlord and its agents shall not be liable for any injury or damage to persons or property caused by other tenants or persons in, upon or about Building 5, Property or other real property in the vicinity of the Property, or caused by operations in construction of any private, public or quasi-public work in or to Building 5, the Property or such other real property, unless caused by the negligence or willful misconduct of Landlord.

11.3 Limitation on Landlord's Liability. Landlord shall not be liable to Tenant and, to the fullest extent allowed by applicable law, Tenant, for itself and its employees, contractors, subcontractors, agents, licensees and invitees, hereby waives all claims against and releases Landlord, Landlord's Lenders, and their respective directors, officers, employees and agents from and against any and all claims, actions and causes of action which they or any of them may have now or in the future, for damages resulting from any entry into the Leased Premises, loss of life, personal injury, loss of business, or damage to any property on or about the Property or the real property known as "Science Park" of which the Property is a part or the approaches, entrances, streets, sidewalks or corridors thereto, by or from any cause whatsoever, including without limitation, damage caused by any defect in the Leased Premises or any other portion of Building 5 or the Property or the real property known as "Science Park", or by water leakage of any character from the roof, walls, basement or other portion of Building 5 or the Leased Premises or caused by gas, fire, oil, electricity or any cause whatsoever in, on or about the Leased Premises or any other portion of Building 5 or the Property or the real property known as "Science Park", provided the same does not arise, in whole or in part, by the negligence, willful misconduct or breach of contract of or by Landlord, its agents, employees or contractors.

11.4 Limitation on Damages. OTHER THAN AS PROVIDED IN SECTION 31.1 OF THIS LEASE, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PERSON OR ENTITY UNDER ANY CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT DAMAGES OR LOST PROFITS, HOWEVER CAUSED, IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

ARTICLE 12. TENANT'S OBLIGATION TO PROTECT LANDLORD AND LANDLORD'S LENDERS

12.1 Tenant to Protect and Reimburse Landlord. To the fullest extent allowed by applicable law, Tenant will defend, indemnify and hold harmless Landlord, Landlord's Lenders, and their respective directors, officers, employees and agents (individually, a "**Landlord Indemnified Party**"), from and against any and all claims, damages, liabilities, penalties, fines, judgments, forfeitures, actions, causes of action, losses, costs and expenses, costs and expenses (including, without limitation, reasonable attorney's fees incurred by any Landlord Indemnified Party in defending against any claim for which indemnification is provided herein), which result from, or arise out of or in connection with any one or more of the following (including claims resulting from the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by):

A. Any breach or violation by Tenant or a subtenant of Tenant or their respective servants, employees, agents, contractors, subcontractors, licensees or invitees of any provision of this Lease;

B. The negligence or willful act of Tenant or a subtenant of Tenant or their respective servants, employees, agents, contractors, subcontractors, licensees or invitees;

C. The use and occupancy of the Leased Premises by Tenant or any other party during the Term of this Lease; or

D. (i) the use, storage, transportation, disposal, release, discharge or generation of, Hazardous Materials to, in, on, under, about or from the Leased Premises or the Property or the real property known as "Science Park" of which the Property forms a part, by Tenant, a subtenant of Tenant or their respective employees, contractors, subcontractors, agents, licensees or invitees, or (ii) Tenant's failure to comply with any Environmental Laws. Tenant's obligation under this Section shall include, without limitation, and whether foreseeable or unforeseeable, any and all costs incurred in connection with any investigation of site conditions, and any and all costs of any required or necessary repair, cleanup, monitoring, remedial action, detoxification or decontamination of the Property or other portions of the real property known as "Science Park" of which the Property forms a part (including, without limitation, the soil and ground water on or under the Property or such real property known as "Science Park") and the preparation and implementation of any closure, remedial action or other required plans in connection therewith, provided the cause of the same is due solely to Tenant, its agents, employees or contractors. Tenant's obligations under this Section shall survive the expiration or earlier termination of the Term of the Lease. For purposes of the indemnity provisions hereof, any acts or omissions of Tenant or a subtenant of Tenant or by employees, agents, assignees, contractors, subcontractors, licensees and invitees of Tenant or a subtenant of Tenant or others acting for or on behalf of Tenant or a subtenant of Tenant (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Tenant.

12.2 Tenant to Defend Claims. If any action or proceeding is brought against an Landlord Indemnified Party by reason of a claim described in Section 12.1., Tenant, upon written notice from Landlord, will at Tenant's sole cost and expense, defend the action or proceeding with legal counsel approved by Landlord in writing, which approval shall not be unreasonably withheld. Landlord shall give Tenant written notice of any such claim as soon as reasonably practicable but in any event within fifteen (15) days of Landlord receiving written notice of such claim.

12.3 Landlord to Protect and Reimburse Tenant. To the fullest extent allowed by applicable law, Landlord will defend, indemnify and hold harmless Tenant and its directors, officers, employees and agents (individually, a "**Tenant Indemnified Party**"), from and against any and all claims, damages, liabilities, penalties, fines, judgments, forfeitures, actions, causes of action, losses, costs and expenses, costs and expenses (including, without limitation, reasonable attorney's fees incurred by any Tenant Indemnified Party in defending against any claim for which indemnification is provided herein), which result from, or arise out of or in connection with any one or more of the following (including claims resulting from the death of or injury to any person or damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by):

A. Any breach or violation by Landlord or its servants, employees, agents, contractors, subcontractors, licensees of any provision of this Lease; or

B. The negligence or willful act of Landlord or its servants, employees, agents, contractors, subcontractors, licensees.

ARTICLE 13. FIRE AND OTHER CASUALTY

13.1 Notification to Landlord; Obligation to Pay Base Rent and Additional Rent. If the Leased Premises or Building 5, or any part thereof, shall be destroyed or partially damaged by fire or other casualty, Tenant shall continue to pay Base Rent and Additional Rent during any period of repair except as otherwise expressly provided in this Article or until the Lease is terminated in accordance with the terms of this Article.

13.2 When Lease May Be Terminated; Apportionment of Base Rent and Additional Rent. If by reason of casualty:

A. Building 5 is destroyed, this Lease shall terminate automatically and Tenant shall vacate the Leased Premises as of the date of the casualty;

B. The Leased Premises are rendered wholly or substantially untenantable and restoration will require longer than 120 days, this Lease shall terminate at the option of Landlord made within 30 days of the casualty or loss causing such condition and Tenant shall vacate the Leased Premises as of the date of such casualty or loss; or

C. Any portion of Building 5 is otherwise substantially damaged and Tenant's access to or use of the Leased Premises is materially and adversely affected, and restoration of such damage shall require longer than 120 days to complete, then Landlord may either elect to repair the damage or may cancel this Lease by giving written notice of cancellation to Tenant within thirty (30) days after such casualty or loss. Upon the giving of such notice of cancellation, this Lease shall terminate, and Tenant shall vacate and surrender the Leased Premises to Landlord. If

Landlord shall have decided to repair any damage as aforesaid, the damage (except as to Tenant's fixtures, personal property or leasehold improvements made by Tenant) shall be repaired by and at the expense of Landlord within one hundred and eighty (180) days of the casualty and the Base Rent and/or Additional Rent shall be abated from the date of casualty until such restoration is complete according to the part of the Leased Premises, if any, which is not usable by Tenant, but if the remaining usable portion does not enable Tenant to conduct its business in a reasonable manner, then abatement shall be determined by the extent of material interference with Tenant's business. Landlord must restore the Leased Premises and Common Areas if required. If Landlord shall not complete the restoration within said 180-day period, then, provided that the Leased Premises were materially damaged or Tenant's access to or use of the Leased Premises is materially and adversely affected by the casualty, Tenant may elect to terminate this Lease by written notice given to Landlord within thirty (30) days after the end of said 180-day period. If the casualty occurred during the last 180 days of the Term and the Leased Premises was materially damaged, then Tenant may elect to terminate this Lease by written notice given to Landlord within thirty (30) days after the date of the casualty.

13.3 Intentionally Omitted.

13.4 Landlord Need Not Replace Tenant's Property. Tenant acknowledges that Landlord is not required to repair or replace any of Tenant's property or Tenant's improvements to the Leased Premises and that Landlord will not carry insurance on Tenant's furnishings, fixtures, equipment, improvements or other personal property.

13.5 Alternate Parking. In the event that Tenant parking as provided for in this Lease is temporarily unavailable because of fire, other casualty or any other reason outside of Landlord's control, Landlord shall endeavor in good faith to provide alternative parking within the Science Park complex.

ARTICLE 14. TAKING BY GOVERNMENTAL AUTHORITY

14.1 Termination of Lease; Waiver of Claim by Tenant. If Building 5 or any portion of Building 5 which includes the Leased Premises shall be taken by condemnation (also known as "eminent domain") by any authority having power so to do or is conveyed to such authority in lieu of condemnation, this Lease shall terminate from the date of title vesting in such authority. If any portion of Building 5, which does not include the Leased Premises but materially and adversely affects Tenant's access to or use of the Leased Premises, shall be so taken, each of Landlord and Tenant shall have the option, at its sole discretion, to cancel this Lease by providing written notice to the other within sixty (60) days of the effective date of any such taking. All proceeds from the taking will belong to Landlord and Tenant waives any rights it might have to such proceeds. Tenant, however, may proceed with any independent claim against the taking authority as to moving costs and improvements thereto.

14.2 Taking Not Involving Building 5. If a portion of the Property shall be taken by condemnation as described in Section 14.1. or conveyed in lieu of condemnation, which portion does not include any portion of Building 5 (or excepting an inconsequential portion of Building 5 not affecting the Leased Premises or access thereto), the Term of this Lease shall not terminate but shall continue in full force and effect according to its terms. Tenant shall not be entitled to any award or damages from such taking.

ARTICLE 15. TENANT'S RIGHT TO ENCUMBER, ASSIGN, OR SUBLEASE

15.1 Tenant May Not Use Lease as Collateral. Tenant may not voluntarily or involuntarily use this Lease for collateral (known as "encumbering" the Lease) without Landlord's prior written consent, which consent will not be unreasonably withheld.

15.2 Assignment or Subletting by Tenant. Except as permitted under Section 15.3.D of this Lease, Tenant may not assign or transfer its interest in this Lease without Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenant may sublet any portion of the Leased Premises subject to the Landlord's right to approve any subtenant, which approval shall not be unreasonably withheld or delayed. Consent to an assignment, transfer or sublease shall not be interpreted as consent to any renewal, additional or subsequent assignment, transfer or sublease.

15.3 Conditions Precedent to Assignment, Transfer or Sublease. An assignment, transfer or sublease shall become effective only upon and subject to the following conditions:

A. Tenant shall have provided to Landlord such information relating to the proposed assignment, transfer or sublease as Landlord may reasonably request, including but not limited to the identity of the proposed assignee, transferee or sublessee together with tax returns and financial statements for the proposed assignee, transferee or sublessee; and

B. Tenant shall have provided Landlord with an executed copy of all written agreements relating to the assignment, transfer or sublease, and such agreements are in a form reasonably acceptable to Landlord; and

C. The proposed assignee, transferee or subtenant shall execute and deliver to Landlord such agreements as Landlord and Landlord's Mortgagees may reasonably require in order to evidence the assumption of the obligations and liabilities under this Lease; and

D. Landlord shall have approved in writing such assignment, transfer or sublease, which approval shall not be unreasonably denied; provided, however, that no such approval shall be required in the case of an assignment, transfer or sublease to a parent, affiliate or subsidiary of Tenant or in the case of a merger, consolidation, sale of stock or sale of substantially all of the assets of the Tenant, provided that the conditions set forth in clauses A, B and C of this Section 15.3 are satisfied and in all instances Tenant shall continue to be subject to Section 15.4 of this Lease; and

E. Landlord's Lenders shall have approved any such proposed assignee of this Lease or any such proposed subtenant or other occupant of the Leased Premises.

15.4 Tenant Not Released. No assignment or transfer of Tenant's interest hereunder nor a sublease of the Leased Premises or any part thereof will release Tenant from its obligations under this Lease and Landlord may look to Tenant for continued performance.

15.5 Landlord May Collect Charges. Landlord may collect use and occupancy charges from a subtenant of Tenant without being considered to have consented to the sublease.

15.6 Surplus Rentals from Assignment or Subleasing. To the extent that Tenant receives consideration in connection with an assignment of this Lease or to the extent that the Tenant receives a subrental amount for all or such applicable portion of the Leased Premises in excess of the sum of (or pro rated portion of) the Base Rent and Additional Rent payable under this Lease (collectively, "Consideration or Surplus Rentals"), Landlord shall be entitled to 50% of such Consideration or Surplus Rentals after the Tenant has first been fully reimbursed from such Consideration or Surplus Rentals for any expenses incurred in connection with securing such assignee, subtenant or occupant, including, but not limited to brokerage fees, free rent or tenant improvement allowance.

15.7 Shared Use By Other Entities. Except as permitted under Article 15, no use of the Leased Premises by any person or entity other than Tenant is permitted without the prior express written consent of Landlord, which consent may be conditioned on the following, among other reasonable conditions established by Landlord: (1) Landlord's receipt of prior written request therefor and proof of insurance coverage to Landlord's satisfaction, and (2) provision to Landlord's satisfaction for payment by Tenant of any additional costs and charges occasioned by such use.

ARTICLE 16. ACCESS TO LEASED PREMISES

16.1 Landlord to Have Access in Emergency. Landlord and Landlord's agents shall have the right to enter the Leased Premises at any time if Landlord or Landlord's agent reasonably believes an emergency exists.

16.2 Landlord's Right to Enter. Except as provided in Section 16.1., Landlord and Landlord's agents shall have the right to enter the Leased Premises upon reasonable advance notice to Tenant and during business hours or at such other times as agreed, for the following purposes:

A. Inspecting the Leased Premises;

B. At any time during the Term, showing the Leased Premises to prospective purchasers and lenders;

C. During the final six months of the Term, showing the Leased Premises to prospective tenants; and

D. To make repairs: (i) as Landlord may deem necessary to the Leased Premises; or (ii) repairs or alterations to any other portion of Building 5 or which Landlord may elect to perform following Tenant's failure to make repairs or perform any work which Tenant is obligated to perform under this Lease after notice and applicable cure periods; or (iii) for the purpose of complying with laws, regulations and other directives of governmental authorities. In exercising its rights under this Section 16.2, Landlord shall not unreasonably interfere with Tenant's use of the Leased Premises. If solely as a result of Landlord making repairs under subparagraph (i) hereof, the Tenant's use of the Leased Premises is materially interrupted for more than five (5) continuous days, then all Base Rent and Additional Rent shall thereafter abate until the Tenant's use of the Leased premises is materially restored.

16.3 Landlord May Make Changes to Building 5. Landlord shall have the right at any time, to make any changes, deletions and additions to Building 5 and to the entrances, exits, stairs, halls, elevators and common spaces as Landlord believes necessary or desirable, provided that such changes shall not materially adversely affect Tenant's access to or use of the Leased Premises or reduce the square footage thereof.

16.4 Safety Inspections. No more frequently than once every three months, Landlord at its expense shall have the right to have a safety inspection performed by an appropriately licensed third party laboratory inspector (a "**Safety Inspection**"). All such Safety Inspections shall be limited to the operation of and materials, chemicals and processes employed by Tenant in the portions of the Leased Premises used for laboratory purposes. Landlord shall give the Tenant at least five (5) business days advance notice of any such Safety Inspection and all Safety Inspections shall be conducted in such a manner and at such a time as to minimize any disruption of business conducted by the Tenant. Tenant shall have the right to have a representative present during all Safety Inspections and shall simultaneously be sent a copy of any written report or summaries with respect to each Safety Inspection. To the extent that safety issues and/or violations of any applicable law on the part of Tenant are identified, Tenant shall remedy any such issues or violations in advance of a mutually agreed upon follow up Safety Inspection but in no event more than 30 days thereafter. Landlord may issue a default notice under Section 17.1.H of this Lease should Tenant fail to remedy any such safety issues or violations of law as of the time of such follow up Safety Inspection.

ARTICLE 17. DEFAULT AND TERMINATION

17.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default by Tenant hereunder ("**Event of Default**"):

A. Failure to pay any Base Rent, Additional Rent or any other rent or monetary obligation under this Lease within five (5) days after Landlord provides to Tenant written notice of such payment being past due under the terms of this Lease (a "Rent Default Notice"), provided, however, that, in the event that Landlord properly issues two Rent Default Notices, the Landlord shall thereafter not be obligated to provide any further Rent Default Notices and it shall be an Event of Default should Tenant fail to make any payment of Base Rent, Additional Rent or any other rent or monetary obligation under this Lease more than five (5) days after being due under the terms of this Lease;

B. Voluntary recourse to any protection or procedure under the United States Bankruptcy Code, as amended, or any similar law.

C. There is filed against Tenant in any court pursuant to any statute, either of the United State of America or of any state, a petition in bankruptcy or insolvency, or for reorganization, the appointment of a receiver or trustee of all or a portion of Tenant's property, or for other relief of debtors, and within ninety (90) days thereof Tenant fails to secure a dismissal thereof.

D. Failure to execute and deliver in a timely manner a Subordination Agreement, Estoppel Certificate or other certificate in each case on reasonable forms acceptable to Tenant regarding the status of this Lease which continues for more than ten (10) days after written notice of such failure.

E. Transfer of this Lease to another party by operation of law or otherwise in violation of the terms of this Lease.

F. Abandonment of the Leased Premises.

G. The recordation of this Lease on the New Haven Land Records in violation of Section 10.3 hereof.

H. Failure to perform or comply with any other non-monetary obligation under this Lease within thirty (30) days of written notice of such failure, provided that, if said failure is of a nature that the same cannot be completely cured or remedied within said thirty (30) day period, then Tenant shall not be in default if it begins such cure within the thirty (30) day period described above and thereafter diligently prosecutes such cure to completion.

I. Any lien, attachment or other encumbrance is lodged against the Leased Premises, Building 5 or the Property by a party claiming through or under Tenant and such is not discharged within sixty (60) days after Tenant's receipt, whether actual or statutory, of such lien, attachment or encumbrance.

17.2 Termination Upon Occurrence of Event of Default. Upon the occurrence of an Event of Default, this Lease and the Term thereof may, at the option of Landlord and upon fifteen (15) days' written notice, terminate and expire and, upon such termination, Tenant shall forthwith quit and surrender the Leased Premises to Landlord but still shall remain liable to Landlord as herein provided.

17.3 Effect of Termination. Upon termination as provided for in this Article 17, Landlord may dispossess Tenant by summary process or otherwise in accordance with applicable law, and Tenant hereby waives the service of any notice to quit.

17.4 Damages. In the case of any termination of this Lease under this Article 17, Landlord, at its sole discretion, may recover from Tenant any and all actual damages sustained by Landlord as a result of the termination and any re-letting of the Leased Premises. These damages include, but are not limited to:

A. Base Rent and Additional Rent when due;

B. The cost of removing Tenant and its property and otherwise recovering the Leased Premises;

C. The reasonable cost of preparing the Leased Premises for another tenant;

D. Reasonable brokerage appraisal fees;

E. Any other reasonable expenses as Landlord may incur in connection with reletting the Leased Premises.

F. As an alternative to the damages described in clause "A" of this Section 17.4, the difference between (i) all Base Rent and Additional Rent which would have become payable for the remainder of the Term of this Lease, and (ii) that actually received for said period, all of which shall be discounted to present value using Federal Reserve discount rate; and

G. Reasonable legal fees incurred by Landlord in exercising its rights under this Article 17.

17.5 Mitigation of Damages. Landlord shall use reasonable efforts to mitigate its damages. Provided that Landlord has used reasonable efforts to mitigate its damages, the failure or inability of Landlord to re-let the Leased Premises, or any part or parts thereof, or the failure or inability to collect rentals equal to the rentals payable under this Lease shall not release or affect Tenant's liability for damages. In no event shall Tenant be entitled to receive any excess, if any, of any such rents collected over the sums payable by Tenant to Landlord under this Lease.

17.6 Use and Occupancy. Any monies received by Landlord from or on behalf of Tenant during the pending of any proceeding of the types referred to in subsections 17.1.B and 17.1 C shall be deemed paid as compensation for the use and occupation of the Leased Premises, and the acceptance of any such compensation by Landlord shall not be deemed an acceptance of Base Rent and/or Additional Rent or a waiver on the part of the Landlord of any rights under Article 17.

ARTICLE 18. LANDLORD'S PERFORMANCE ON TENANT'S BEHALF

18.1 Landlord May Cure Default. If Tenant defaults under this Lease, Landlord, at its sole option, following any required notice and cure period, immediately or at any time thereafter, may elect to correct the default on behalf of Tenant. Any costs or expenses incurred

by Landlord in curing such default including, but not limited to, fines, penalties, interest, damages and reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, all of which sums shall carry interest at the lesser of 18% per annum or the highest rate permitted by law until paid in full, shall be deemed to be Additional Rent. Tenant shall pay such sums within thirty (30) days of rendition of a reasonably detailed bill or statement to Tenant therefor. Upon payment of such bill, Tenant shall be deemed to have cured such default.

18.2 Landlord Not Obligated to Cure Default. Nothing contained in this Article shall be construed as to require Landlord to incur any expenses or obligations on behalf of Tenant.

ARTICLE 19. TENANT'S QUIET ENJOYMENT OF THE LEASED PREMISES

So long as no uncured Event of Default exists, Tenant may peaceably and quietly have, hold and enjoy the Leased Premises for the Term of this Lease subject to the provisions of this Lease.

ARTICLE 20. NO WAIVER BY LANDLORD

20.1 No Waiver. If either Landlord or Tenant fails or decides not to enforce any provision of this Lease or Landlord fails or decides not to enforce any of the rules and regulations of Landlord set forth in this Lease or hereafter adopted, on any occasion, it may nevertheless on another occasion enforce such provision, rule or regulation. No act by Landlord or Landlord's agents shall be deemed an acceptance of a surrender of the Leased Premises or a waiver of any right under the Lease unless Landlord has so agreed in writing.

20.2 Accepting Money Not a Waiver. Landlord will not waive any right to enforce any provision of this Lease by accepting a payment of Base Rent and/or Additional Rent from Tenant knowing that Tenant has failed to comply with the terms of the Lease. No endorsement or statement on any check or any letter accompanying any check or payment shall be deemed to effect an accord and satisfaction and Landlord may accept any such check or payment without prejudice to Landlord's right to recover the balance of such Base Rent and/or Additional Rent or payment due or pursue any other remedy in this Lease provided.

ARTICLE 21. INABILITY TO PERFORM

This Lease and the obligation of Tenant to pay Base Rent and/or Additional Rent and other payments required hereunder and comply with all of the other provisions of this Lease shall in no way be affected, impaired or excused because Landlord is delayed in supplying any service expressly or implied to be supplied, or is unable to make or is delayed in making any repair, additions, alterations or decorations, or is unable to supply or is delayed in supplying any equipment or fixtures, or is unable to fulfill or is delayed in fulfilling any other obligation hereunder, if Landlord is so prevented or delayed by reason of riot, strike, labor troubles, war, act of God or any other cause whatsoever beyond Landlord's reasonable control not including mere

lack of funds including, but not limited to, government preemption in connection with a national emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency, or by reason of the conditions of supply and demand which have been or are affected by war or other emergency; provided, however, that Landlord shall give written notice to Tenant of a claim of a *force majeure* delay within thirty (30) days after Landlord first becomes aware of the occurrence of the event of *force majeure*, and, provided, further, that if the *force majeure* delay shall exceed one hundred twenty (120) days, then in such event Tenant may terminate this Lease by written notice given to Landlord within five (5) days of the expiration of said 120-day period.

Notwithstanding the foregoing, if the Leased Premises, or a material portion of the Leased Premises, are made untenantable for a period in excess of five (5) consecutive Business Days as a result of a Landlord's failure to furnish, or any interruption, diminishment or termination of services due to the application of Laws, the failure of any equipment, the performance of maintenance, repairs, improvements or alterations, utility interruptions (collectively a "**Service Failure**") that is reasonably within the control of Landlord to correct, including lack of funds then Tenant shall be entitled to receive an abatement of Base Rent and/or Additional Rent payable hereunder during the period beginning on the first day after the expiration of such fifth (5lh) Business Day period and ending on the day the service has been restored. If the entire Leased Premises have not been rendered untenantable by the Service Failure, the amount of abatement shall be equitably prorated.

ARTICLE 22. NOTICES AND OTHER COMMUNICATIONS

Any and all notices, demands or other communication permitted or required by this Lease to be given to either party shall be deemed sufficiently given if in writing and delivered personally (and for which delivery a signed receipt is given) or sent by commercial overnight courier or by registered or certified mail, return receipt requested, postage prepaid, if to Landlord addressed to 5 Science Park, New Haven, CT 06511 , and if to Tenant addressed to the address of the Leased Premises. Any such notice, demand or other communication that is delivered personally (and for which a signed receipt is given) shall be deemed given and received as of the date of delivery. Any such notice, demand or other communication that is sent by commercial overnight courier or by registered or certified mail, return receipt requested, shall be deemed given and received on the date of delivery or refusal thereof. Either party may specify a different address by giving the other party notice of such different address according to the terms of this Article.

ARTICLE 23. RULES AND REGULATIONS

23.1 Compliance with Rules and Regulations. Tenant and Tenant's servants, employees, agents, contractors, subcontractors, licensees and invitees shall faithfully observe and comply strictly with the reasonable rules and regulations for occupancy of the Leased Premises promulgated from time to time by Landlord and communicated in writing by Landlord to Tenant not inconsistent with the terms of this Lease. The current rules and regulations in effect are attached hereto and made a part hereof as **Schedule D.**

23.2 Notice of Change. Landlord shall give Tenant thirty (30) days written notice of any changes in **Schedule D** or of any additional reasonable rules or regulations to be adopted not inconsistent with the terms of this Lease.

23.3 Landlord Under No Duty to Enforce Rules and Regulations. Landlord has no duty to enforce the rules and regulations or provisions of any other Lease as against any other tenant provided Landlord will not enforce rules only against Tenant in a discriminatory fashion, and Landlord shall not be liable to Tenant for the violation of such rules, regulations or Leases by any other tenant, its servants, employees, agents, licensees or invitees.

ARTICLE 24. SECURITY DEPOSIT

24.1 Security Deposit. Upon execution of this Lease, Tenant shall deposit with Landlord the sum of $17,336.00 (the "**Deposit**") as security for its faithful performance and observance of the provisions of this Lease. It is agreed that if an Event of Default shall occur, Landlord may use, apply or retain the whole or any part of the Deposit to the extent required to compensate Landlord for damages incurred as a result of such default, for expenses of Landlord incurred in connection with curing such default or for paying any sum which Landlord may expend or may be required to expend by reason of Tenant's default. Tenant agrees that, upon demand by the Landlord, Tenant shall replenish such security deposit to the extent that it is drawn upon by the Landlord, from time to time.

24.2 Return of Deposit; Successor Landlord. If Tenant fully and faithfully performs every provision of this Lease to be performed by it, the Deposit or any balance thereof, less any sums then due Landlord from Tenant under this Lease, shall be returned to Tenant (or, at Landlord's option to the last assignee of Tenant's interest thereunder) within thirty (30) days following the last to occur of (i) the passage of the Expiration Date or earlier termination pursuant to the terms hereof, provided that such early termination is not as a consequence of an Event of Default by Tenant, (ii) Tenant's vacating the Leased Premises, and (iii) the receipt by Landlord of all Cleaning Certificates and manifests with respect to the cleaning of the Leased Premises and remaining furnishings, fixtures and equipment required pursuant to Article 8.7 hereof. In the event that Cleaning Certificates and manifests which are reasonably satisfactory to Landlord both in form and substance are not received by Landlord within forty five (45) days of the Expiration Date or such earlier termination date, Landlord shall be authorized to utilize the Deposit to engage such appropriate contractors to perform Tenant's obligations under Article 8.7 hereof.

24.3 Transfer of Deposit to New Landlord. In the event of a sale of or upon a transfer of Landlord's interest in Building 5 or the Property to another person, Landlord shall have the right to transfer the Deposit to the other person and Landlord upon doing so shall be released by Tenant from all liability for the return of the Deposit, provided Landlord notifies Tenant of the name and address of such transferee and provides evidence of an assignment and assumption agreement executed by such transferee. Tenant agrees to look solely to the new landlord for the return of the Deposit. It is agreed that the provisions of this Article shall apply to every transfer or assignment made of the Deposit to a new landlord.

24.4 No Assignment by Tenant. Tenant will not assign the Deposit or use the Deposit as collateral or attempt to so assign or use it. Neither Landlord nor its successors or assigns shall be bound by any assignment, encumbrance, attempted assignment or attempted encumbrance of the Deposit.

24.5 No Interest on Deposit. No interest shall accrue on the Deposit to Tenant's benefit.

ARTICLE 25. INSURANCE

25.1 Required Insurance. Tenant will maintain in full force and effect the following insurance:

A. Public liability insurance in an amount of $1,000,000 combined single limit death, bodily injury, personal injury and property damage.

B. "All risk extended coverage insurance" insuring its personal property to be located on the Leased Premises for full replacement value against loss by fire, vandalism, malicious mischief and other casualty.

C. Worker's compensation insurance as required by law.

25.2 Landlord and Landlord's Lenders to be Named Additional Insureds. Tenant's public liability insurance shall name Landlord and Landlord's Lenders and any public party required to be named, as designated by the holder of any mortgage on the Property, as an additional insured party.

25.3 Waiver of Subrogation. Notwithstanding anything to the contrary contained herein, each party waives, and shall cause its insurance carrier to waive, any right of recovery against the other for any loss of or damage to property which loss or damage is (or, if the insurance required hereunder had been carried, would have been) covered by all risk property insurance. For purposes of this Section 25, any deductible with respect to a party's insurance shall be deemed covered by, and recoverable by such party under, valid and collectable policies of insurance.

25.4 Notice of Cancellation. Each insurance policy required to be maintained by Tenant hereunder must contain a provision that the policy may not be canceled or modified without at least ten (10) days' notice to Landlord.

25.5 Insurance Companies. All insurance required to be maintained by Tenant hereunder will be provided by companies that are licensed to do business in Connecticut and have a Best's Insurance rating of A- or better and are otherwise reasonably acceptable to Landlord.

25.6 Policies to be Delivered to Landlord. Tenant will give Landlord an original certificate for each insurance policy before it occupies the Leased Premises and an original certificate of each renewal at least twenty (20) days before the expiration of the policy.

25.7 Landlord's Insurance. Landlord will maintain in full force and effect during the Term of this Lease: (i) "all risk extended coverage" property insurance insuring Building 5 for its full replacement value, and (ii) public liability insurance in an amount of $1,000,000 combined single limit death, bodily injury, personal injury and property damage, naming Tenant as an additional insured thereunder. Landlord's policy of "all risk extended coverage insurance" will contain an agreement by the insurance company waiving its rights to recover against Tenant.

ARTICLE 26. SERVICES PROVIDED BY LANDLORD

26.1 Services. Landlord shall provide the following services to Tenant:

A. Landlord shall provide electricity, gas, and heat, ventilation and air conditioning ("**HVAC**") to Building 5 and the Leased Premises necessary to maintain a comfortable and customary temperature;

B. Landlord shall clean and maintain the common interior portions of Building 5; and

C. Landlord shall keep the roadways, sidewalks and parking areas serving Building 5 and the Leased Premises free from snow, ice and all obstructions, and the grass and shrubbery properly maintained;

D. Landlord shall maintain and keep in good repair and efficient operation the utility and elevator systems and the fire protection sprinkler systems serving Building 5 and the Leased Premises;

E. Landlord shall provide HVAC from 8:00 a.m. to 6:00 p.m., Monday through Friday, excluding holidays as set forth on **Exhibit B** hereto.

F. Landlord shall provide hot and cold running water for Tenant's use. Tenant will be billed separately for extraordinary amounts which may be available at Landlord's sole discretion; and

G. Landlord shall provide periodic manned security patrols at Building 5. Patrol intervals will be determined at the sole discretion of the Landlord.

H. Landlord shall provide Tenant with access to Building 5 and the Leased Premises 24 hours a day, 7 days a week, 52 weeks a year.

I. Landlord shall be responsible, at its sole cost, for compliance with all laws with respect to the Property and Building 5 (excluding the Leased Premises, except as otherwise provided herein), including, without limitation, ADA, OSHA and local building and fire codes.

26.2 Normal Operating Hours. Normal operating hours for Building 5 will be 8:00 a.m. to 6:00 p.m., Monday through Friday, excluding holidays. If Tenant desires heating and/or air conditioning at other than established hours, Landlord, upon reasonable notice, shall so provide such service at the rate of $35 per hour (subject to reasonable increases from time to time).

26.3 Services to Other Entities. No extra services shall be provided for the use of any entity other than Tenant without Landlord's prior express written consent.

ARTICLE 27. ADDITIONAL OBLIGATIONS OF TENANT

27.1 Additional Obligations. In addition to its other obligations under this Lease, Tenant shall at its expense comply with the following provisions with respect to the Leased Premises:

A. Tenant shall keep the Leased Premises in good order and free from all refuse, and shall promptly remove all debris, garbage, and refuse of any kind from the Leased Premises;

B. Tenant shall be responsible for all desired painting and security services for the Leased Premises and all janitorial services for the Leased Premises;

C. Tenant shall exercise commercially reasonable efforts in the prevention and extermination of vermin, rats, mice or other pests in the Leased Premises;

D. Tenant shall maintain in good order and repair all laboratory equipment and fixtures that is not Tenant's property located in the Leased Premises; and

E. Tenant shall contract for and pay for the collection, removal and lawful disposal of all waste at the Leased Premises containing or constituting Hazardous Materials.

ARTICLE 28. SIGNS

Tenant may display a sign at the entrance to the Leased Premises and shall also shall also have the right to install, at Tenant's cost, signage on the exterior of Building 5, subject to: (i) any required municipal approvals and/or permits, which approvals and/or permits shall be secured by Tenant at Tenant's sole cost and expense; and (ii) Landlord's approval as to design, location and size of all signage, which consent shall not be unreasonably delayed or withheld. The Tenant, at Tenant's cost, shall be listed in all directories maintained by Landlord with respect to Building 5. Except for the foregoing permitted signage, Tenant shall not place any signs, lettering or advertisements anywhere on or in the Property or Building 5 or in the Leased Premises where such is visible from outside the Leased Premises, except as permitted by Landlord in writing.

ARTICLE 29. BROKERAGE

Tenant agrees to indemnify and hold Landlord harmless from and against the claims of any party claiming a fee or commission by, under or through Tenant on account of this Lease other than Colliers International (the "Broker"). Tenant represents and warrants that no other party other than the Broker has any claim for a fee or commission by, under or through Tenant on account of this Lease. Landlord represents to Tenant that no broker has an exclusive right to lease space at the Property and Landlord agrees to indemnify and hold Tenant harmless from and against the clams of any party claiming a fee or commission on the basis that Landlord granted an exclusive listing agreement including Broker. Landlord shall pay brokerage fees to the Broker pursuant to a separate written agreement.

ARTICLE 30. NOTICE OF LEASE

Upon request of either party to the other, Landlord and Tenant agree to execute and record a statutory notice of Lease as provided in C.G.S. §47-19.

ARTICLE 31. SURRENDERING OF LEASED PREMISES

31.1 Surrender of Leased Premises. Tenant will immediately surrender the Leased Premises upon the expiration or earlier termination of this Lease for any reason. Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Leased Premises, including, but not limited to, reasonable attorney's fees and any claims made by any succeeding tenant founded on such delay.

31.2 Condition of Leased Premises. Upon the expiration of the Term or sooner termination of this Lease, except where the Lease has been terminated because of fire or other casualty, Tenant shall leave the Leased Premises and surrender it to Landlord "broom clean" and in good order, condition and repair, ordinary wear and tear excepted.

31.3 Removal of Tenant's Property. When Tenant surrenders the Leased Premises to Landlord, Tenant shall, at Tenant's expense, forthwith provide Cleaning Certificates and remove all personal property effects of Tenant and those of any other persons claiming under Tenant, from the Leased Premises, Building 5, the Property and the real property known as "Science Park" of which the Property forms a part. Property not removed by Tenant within forty-eight (48) hours after termination of this Lease shall be deemed abandoned and Landlord may, at Tenant's expense, obtain Cleaning Certificates (if not previously provided by Tenant) and remove Tenant's personal property effects from the Property and/or at Landlord's option sell or otherwise dispose of the same with no obligation to remit any portion of the proceeds of any such sale to Tenant. Tenant shall reimburse Landlord upon demand for all reasonable costs incurred by Landlord in obtaining Cleaning Certificates and in so removing and disposing of such property provided Landlord furnishes reasonably supporting documentation in connection therewith.

31.4 Holding Over Shall Not Renew Lease. Tenant's occupancy of the Leased Premises beyond the Term of this Lease or after termination will not constitute a renewal of the Lease by operation of law or otherwise for any period whatsoever. If Tenant does so occupy the Leased Premises, it shall be deemed to be a tenant at sufferance only and shall pay Landlord Base Rent and Additional Rent in an amount equal to one hundred fifty percent (150%) of the Base Rent and Additional Rent payable hereunder in the last year of the initial Term or Extension Term, as the case may be, and shall be subject to all other provisions of this Lease. Regardless of any payment made by Tenant or any payment cycle, no holding over after receipt of notice of termination shall under any circumstances be deemed any more than a tenancy at sufferance.

ARTICLE 32. ADDITIONAL OBLIGATIONS OF TENANT

Tenant shall promptly reimburse Landlord, upon demand, for all reasonable out of pocket costs of Landlord, including reasonable attorney's fees, incurred in providing any consent or review of any sublease, mortgage or collateral assignment of Tenant's Leasehold interest, requested of Landlord hereunder.

ARTICLE 33. TENANT'S WAIVER OF RIGHTS

In connection with any disputes and legal proceedings arising from this Lease, Tenant waives the following legal rights:

33.1 PREJUDGMENT REMEDY, REDEMPTION, COUNTERCLAIM AND JURY TRIAL. THE TENANT, FOR ITSELF AND FOR ALL PERSONS CLAIMING THROUGH OR UNDER IT, HEREBY ACKNOWLEDGES THAT THIS LEASE CONSTITUTES A COMMERCIAL TRANSACTION AS SUCH TERM IS USED AND DEFINED IN SECTION 52-278(A) OF THE CONNECTICUT GENERAL STATUTES, OR ITS SUCCESSOR PROVISIONS IF AMENDED, AND HEREBY EXPRESSLY WAIVES ANY AND ALL RIGHTS WHICH ARE OR MAY BE CONFERRED UPON THE TENANT BY SAID ACT TO ANY NOTICE OR HEARING PRIOR TO A PREJUDGMENT REMEDY UNDER SECTIONS 52-278(A) TO 52-278(G), OR THEIR SUCCESSOR PROVISIONS IF AMENDED, INCLUSIVE OF SAID STATUTES SUCH WAIVER IS INTENDED AS A WAIVER IN ACCORDANCE WITH SECTION 52-278(F) OR ITS SUCCESSOR PROVISIONS IF

AMENDED, OF SAID STATUTES. TENANT FURTHER WAIVES ANY AND ALL RIGHTS WHICH ARE OR MAY BE CONFERRED BY ANY PRESENT OR FUTURE LAW TO REDEEM THE LEASED PREMISES, OR TO ANY NEW TRIAL IN ANY ACTION OF EJECTMENT UNDER ANY PROVISION OF LAW, AFTER RE-ENTRY THEREUPON, OR UPON ANY PART THEREOF, BY THE LANDLORD, OR AFTER ANY WARRANT TO DISPOSSESS OR JUDGMENT IN EJECTMENT. IF THE LANDLORD SHALL ACQUIRE POSSESSION OF THE LEASED PREMISES BY SUMMARY PROCEEDINGS, OR IN ANY OTHER LAWFUL MANNER WITHOUT JUDICIAL PROCEEDINGS IT SHALL BE DEEMED A RE-ENTRY WITHIN THE MEANING OF THAT WORD AS USED IN THIS LEASE. IN THE EVENT THAT LANDLORD COMMENCES ANY SUMMARY PROCEEDINGS OR ACTION FOR NON-PAYMENT OF RENT OR OTHER CHARGES PROVIDED FOR IN THIS LEASE, THE TENANT SHALL NOT INTERPOSE ANY COUNTERCLAIM OF ANY NATURE OR DESCRIPTION IN ANY SUCH PROCEEDING OR ACTION. THE TENANT AND THE LANDLORD BOTH WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THE PARTIES HERETO OR THEIR SUCCESSORS, UNDER OR CONNECTED WITH THIS LEASE, OR ANY OF ITS PROVISIONS.

33.2 Waiver of Notice to Quit. The right to a formal demand to leave the Leased Premises upon expiration of this Lease by lapse of time, known as a "Notice to Quit", or any other form of notice under §47a-25 of the Connecticut General Statutes, should Landlord use summary process to evict Tenant or regain possession of the Leased Premises.

33.3 Waiver of Right of Reinstatement. Any right, under existing or future law, to gain back the Leased Premises once Tenant is legally removed (known as "**Right of Reinstatement**").

ARTICLE 34. EFFECT OF WRITTEN LEASE AGREEMENT

34.1 Written Lease Sole Expression of Parties' Intent. All understandings, letters of intent or agreements between Tenant and Landlord, which predate this Lease, are merged in this Lease. No oral statements or representations or prior written communications by or between the parties dealing with this Lease shall be binding or effective. This Lease is the sole and complete expression of the agreement between Landlord and Tenant as to the subject matter of this Lease.

34.2 Amendment of Written Lease. This Lease can be modified, altered or amended only by a written agreement signed by both Landlord and Tenant.

ARTICLE 35. OPTION TO EXTEND

35.1 Option to Extend. Provided Tenant is not in default in its obligations hereunder beyond any applicable cure period, Tenant shall have the option to extend this Lease for one additional successive term (hereinafter referred to, as applicable, as the "**Extended Term**") commencing immediately upon the expiration of the initial Term hereof and continuing for a period of five (5) years, provided that Tenant proceeds strictly in accordance with the provisions of this Article 35. On or before the date that is one hundred twenty (120) prior to the Expiration Date for the Term (the "**Notice Date**"), Tenant shall advise Landlord in writing that Tenant wishes to extend the term of this Lease (hereinafter referred to as "**Tenant's Extension Notice**"). If at the time Landlord receives Tenant's Extension Notice this Lease is in full force and effect without default on the part of the Tenant beyond any applicable cure period, then, during the next thirty (30) days, Landlord shall notify Tenant in writing of the Base Rent pursuant to Article 3 of the Lease which shall be due for the Extended Term. The Base Rent specified by Landlord shall be equal to the greater of: (a) the Base Rent scheduled to be paid for the last year of the Term without giving effect to any partial or complete abatements of Base Rent (the "**Rent Notice**"); or (b) ninety five percent (95%) Landlord's projected fair market Base Rent as of the commencement of the Extended Term, for comparable space in comparable buildings in New Haven (the "**FMV Rent Notice**").

35.2 Base Rent for the Extended Term. (a) If the Landlord sends a Rent Notice, the Base Rent for the Extended Term shall be as set forth in the Rent Notice and consistent with Section 35.1 above.

(b) If the Landlord sends a FMV Rent Notice, the Tenant shall have 21 days after receipt of the FMV Rent Notice in which to send Landlord a written dispute as to the proposed Base Rent specified in the FMV Rent Notice. If Tenant agrees to pay such new Base Rent or if Tenant does not send a written dispute of the new Base Rent specified in the FMV Rent Notice within such 21 day period, Tenant shall be deemed to have agreed to pay such Base Rent. If Tenant sends Landlord a written dispute as to the Base Rent proposed in the FMV Notice, the Base Rent for the Extended Term shall be determined pursuant to the arbitration system set forth in Article 35.3 below.

35.3 Arbitration of Fair Market Rent. In the event that Tenant sends written notice to Landlord disputing the FMV Rent Notice within 21 days of Tenant's receipt of the FMV Rent Notice, each of Landlord and Tenant shall, at its own respective cost and expense, retain a real estate broker, who must have ten (10) years of experience in commercial leasing in the New Haven market, to determine the fair market Base Rent for the Leased Premises as of the commencement date of the First Extended Term or Second Extended Term, as applicable, which appraisals must be completed and submitted within thirty (30) days of the commencement of the appraisal process by Tenant's notice electing arbitration. If the two appraisals are within ten percent (10%) of each other, then the average of the two appraisal amounts shall constitute the Base Rent which shall be due during the Extended Term. If the two appraisals are not within ten percent (10%) of each other, the two brokers shall select a third real estate broker (who must also possess the minimum qualifications described above), who within the next thirty (30) days shall select one of the two appraisal amounts which shall then constitute the Base Rent which shall be due during the Extended Term. Landlord and Tenant shall each bear one-half of the cost of said third broker. The appraisal process shall be binding upon both Landlord and Tenant.

35.4 Extended Term. Upon determination of the Base Rent for the Extended Term pursuant to Section 35.2 and 35.3 of this Lease, as applicable, this Lease shall be extended for the Extended Term, without the execution of any additional documents, and each and every term and condition of this Lease shall apply during the Extended Term, except only that: (i) the Base Rent specified in Article 3 of this Lease during the Extended Term shall be as determined above, and (ii) the phrase "term of this Lease" and "Term" shall be construed to include the Extended Term and thus the new Expiration Date shall be the last day of the Extended Term.

35.5 Failure to Exercise Option. If Tenant shall fail to give Landlord written notice of Tenant's exercise of the Extended Term on or before the applicable Notice Date, time being of the essence, Tenant shall have no right to extend this Lease for the Extended Term and this Lease shall terminate as provided in Article 3 of this Lease and Tenant shall vacate the Leased Premises on or before the Expiration Date in accordance with the provisions of this Lease.

ARTICLE 36. INTERPRETATION OF LEASE; MISCELLANEOUS

36.1 Partial Invalidity. If any of the provisions of this Lease, or its application, is held by any court or in arbitration to be invalid or inapplicable, such decision shall not affect any other term, provision, covenant or condition of this Lease. Notwithstanding the foregoing, if the invalid provision has the effect of reducing the Base Rent and/or Additional Rent to be paid by Tenant, Landlord may cancel this Lease.

36.2 Article and Section Captions. Article and section captions will not be given any effect in determining the meaning of this Lease.

36.3 Governing Law. The laws of the State of Connecticut will govern the interpretation of this Lease.

36.4 Successors and Assigns. This Lease shall be binding upon the parties hereto and upon their heirs, administrators, executors, successors and assigns.

36.5 Continuing Obligations. Notwithstanding anything to the contrary contained herein, all of Tenant's and Landlord's respective continuing rights, remedies, obligations and liabilities under Section 8.7, Section 8.8, Section 11.4, Article 12, Article 29 and Article 31 of this Lease, to the extent they are intended, by their terms, to survive, shall survive the Expiration Date or the earlier termination of this Lease for any reason.

36.6 Landlord's Liability. In the event of a ground lease, sale, transfer or conveyance by Landlord of Building 5, the same shall operate to release Landlord from any future liability for any of the obligations, covenants or conditions, express or implied, herein contained, provided the purchaser, ground lessee or transferee assumes Landlord's obligations and covenants hereunder. In such event, Tenant agrees to look solely to the responsibility of the successor in interest of Landlord in and to this Lease.

Landlord and Landlord's officers, directors, shareholders and agents shall have absolutely no personal liability with respect to any provision of this Lease or any obligation or liability arising from this Lease or in connection with this Lease in the event of a breach or default by Landlord on any of its obligations. Tenant shall look solely to the equity of the Landlord in the Property and Building 5 at the time of the breach or default for the satisfaction of any remedies of Tenant, and shall have no recourse against any other assets of Landlord or against any assets of any officer, director, shareholder or agent of Landlord. Such exculpation of liability shall be absolute and without any exception whatsoever.

36.7 Existing Lease. Landlord and Tenant are currently parties to a lease executed by Landlord on July 13, 2013 and by Tenant on July 22, 2013, as amended from time to time, with respect to the Third Floor Premises and the Second Floor Premises (the "**Existing Lease**"). Landlord and Tenant agree that the Existing Lease shall be deemed terminated as of 1 1:59 p.m. on December 31, 2017, and all of Tenant's obligations thereunder shall be satisfied in full upon the full execution and delivery of this Lease excepting only Tenant's indemnity obligations under the Existing Lease and such other provisions that expressly survive the expiration or earlier termination of the Lease. Landlord specifically agrees that this Lease shall constitute a "Qualifying Extension" and thus Tenant's obligation to make a "One-Time Improvement Payment" (as each are defined in the Existing Lease) shall be satisfied and discharged upon the full execution and delivery of this Lease.

36.8 Replacement Premises. In the event that Landlord and Tenant agree to construct a headquarters facility for Tenant at Science Park Tract A. ("**Tract A Headquarters**") which is ready for occupancy by Tenant within the Term or Extended Term of this Lease, as the case may be, Landlord and Tenant agree to terminate this Lease as of the first day of the month immediately following the later of the date by which Tenant: (a) has completed moving into the Tract A Headquarters; and (b) has finally and completely vacated and surrendered possession of the Leased Premises to Landlord.

36.9 Counterparts. This Lease may be executed in counterparts and each counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

[The Signature Page Immediately Follows.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

TENANT:

ARVINAS, INC.

By: /s/ Sean Cassidy
CFO & Treasurer

LANDLORD:

SCIENCE PARK DEVELOPMENT CORPORATION

By: /s/ Clio Nicolakis
Clio Nicolakis
Executive Director

STATE OF CONNECTICUT)
) ss: New Haven January 2, 2018
COUNTY OF NEW HAVEN)

On this date personally appeared before me Sean Cassidy, who acknowledged himself/herself to be the duly authorized of Arvinas, Inc., a Delaware corporation, and that the execution hereof was the free act and deed of such corporation and his/her free act and deed as such officer.

IN WITNESS WHEREOF, I hereunto set my hand

JESSIE M. CRUZ
NOTARY PUBLIC
State of Connecticut
My Commission Expires
6/30/2021

/s/ Jessie M. Cruz
Commissioner of the Superior Court/
Notary Public

STATE OF CONNECTICUT)
) ss: New Haven December 26, 2018
COUNTY OF NEW HAVEN)

On this date personally appeared before me Clio Nicolakis, who acknowledged himself to be the duly authorized Exec Director of the Board of Science Park Development Corporation, a corporation, and that the execution hereof was the free act and deed of such corporation and his/her free act and deed as such officer.

IN WITNESS WHEREOF, I hereunto set my hand

/s/ David Silverstone
Commissioner of the Superior Court/
~~Notary Public~~

EXHIBIT A

LEGAL PROPERTY DESCRIPTION - 395 WINCHESTER AVENUE

All that certain piece or parcel of land, together with all buildings and improvements thereon, situated in the City of New Haven, County of New Haven and State of Connecticut, being shown as “Land of Science Park Development Corporation AREA = 2.775 ACRES”, on a certain map or plan entitled “Boundary Survey Portion of Parcel 5 Science Park Winchester Avenue, New Haven, Connecticut,” prepared by URS GREINER, INC. A.E.S. 500 Enterprise Drive, Rocky Hill. CT 06067-4002, Scale: 1”=20’, Date: August, 1998, Map File #T140-52, Revision #1 10-21-98, Revision #2 11-17-98, Revision #3 11-24-98, which map is on file or to be filed in the New Haven City Clerk’s Office, and to which reference may be had for a more particular description thereof.

Said premises are more particularly bounded arid described as follows:

Commencing at an iron pin set in the Easterly street line of Winchester Avenue, which iron pin marks the Northwesterly corner of the herein described premises and which point lies 344.11 feet from the Southeast intersection of said Winchester Avenue and Division Street, as shown on said map;

Thence proceeding South 75° 38’ 10” East along land n/f Science Park Development Corporation shown as Parcel SP-1-C-2, a distance of 328.95 feet to a point marked by a drill hole, which point marks the Northeasterly corner of the herein described premises;

Thence proceeding South 14° 21’ 20” West along land n/f Science Park Development Corporation shown as Portion of Parcel SP-1-13-1, a distance of 367.43 feet to an iron pin, which pin marks the Southeasterly corner of the herein described premises;

Thence proceeding North 75° 37’ 30” West along land n/f U.S. Repeating Arms Company Inc., a distance of 329.05 feet to a drill hole set in the easterly Street line of Winchester Avenue, which point marks the Southwesterly comer of the herein described premises;

Thence proceeding North 14° 22’ 30” East along the Easterly street line of Winchester Avenue, a distance of 367.3 7 feet to the point or place of beginning.

Together with the terms of two agreements concerning a portion of Winchester Avenue situated between Munson Street and Division Street, one such agreement by and between Olin Corporation and Repeating Arms Company, dated July 20, 1981 and recorded in Volume 2922 at page 278 of said Land Records, and the other by and between Olin Corporation and City of New Haven, dated May 14, 1984 and recorded in Volume 3211 at page 202 of said Land Records.

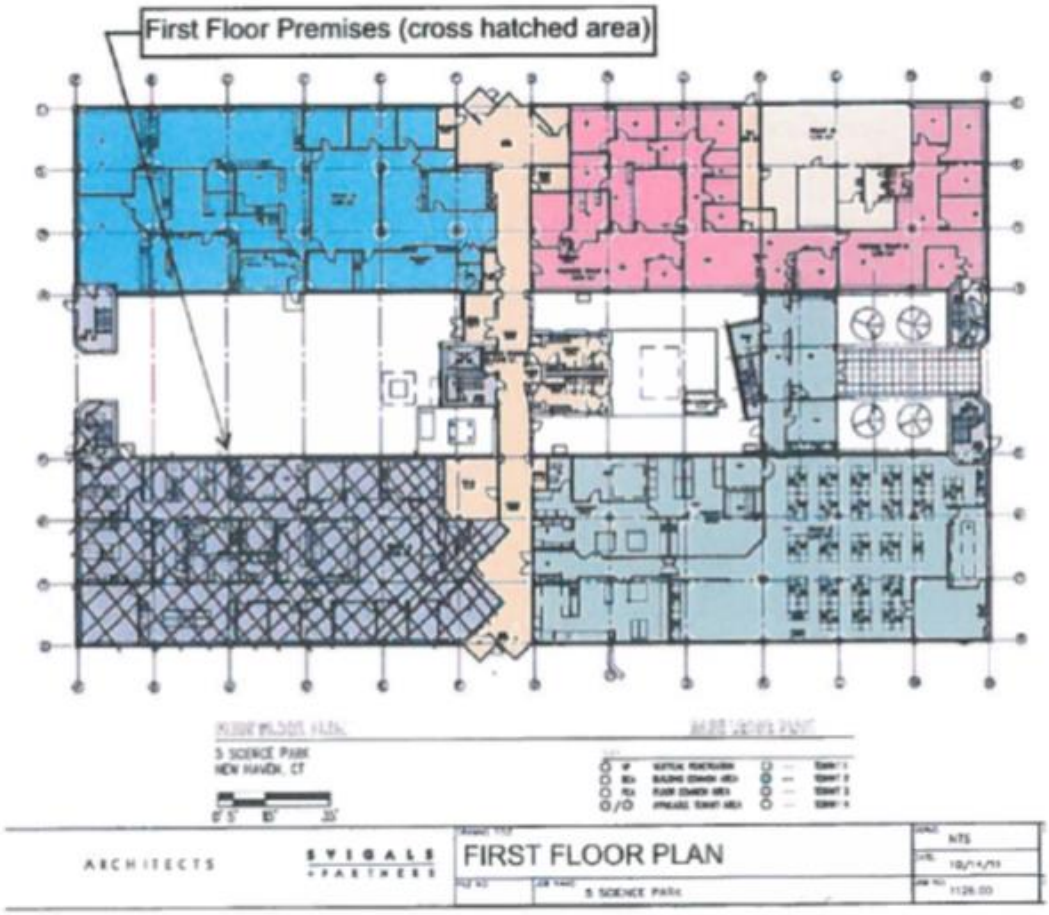
EXHIBIT B

Holidays:

Martin Luther King, Jr. Day
President’s Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year’s Day

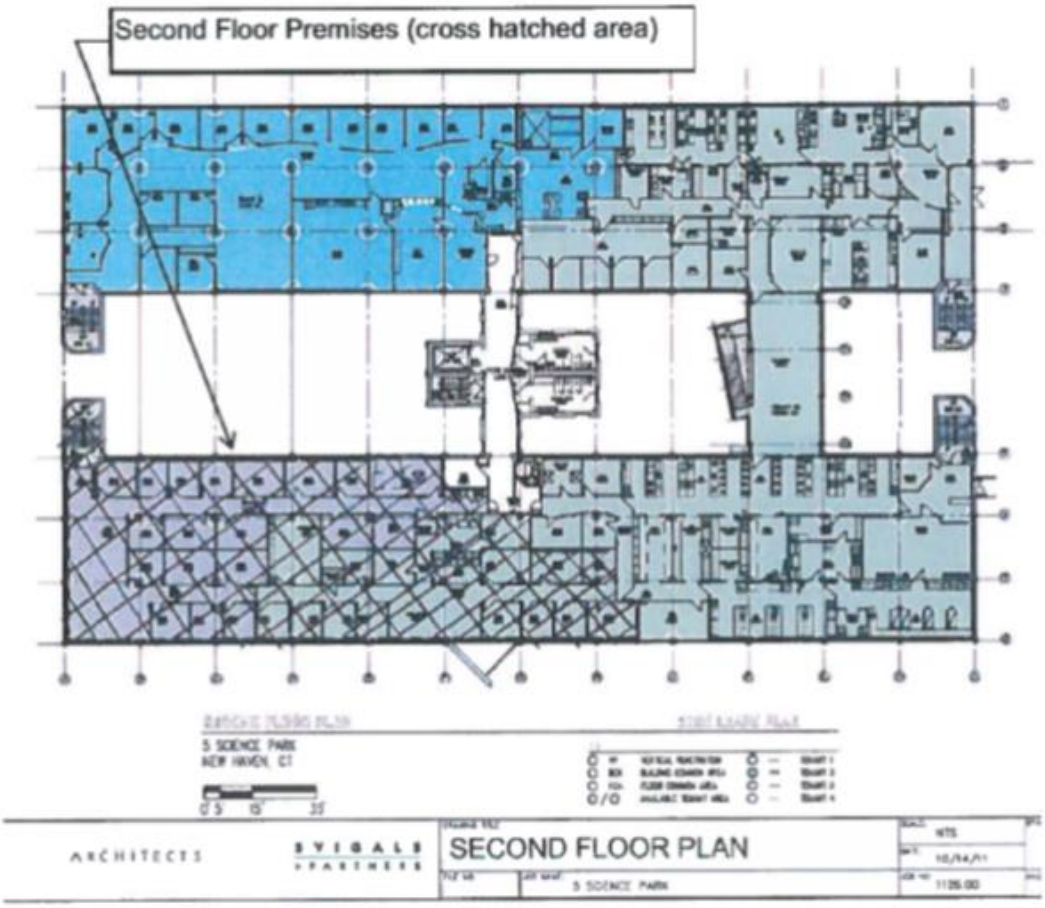
SCHEDULE A-1

FLOOR PLAN OF FIRST FLOOR PREMISES



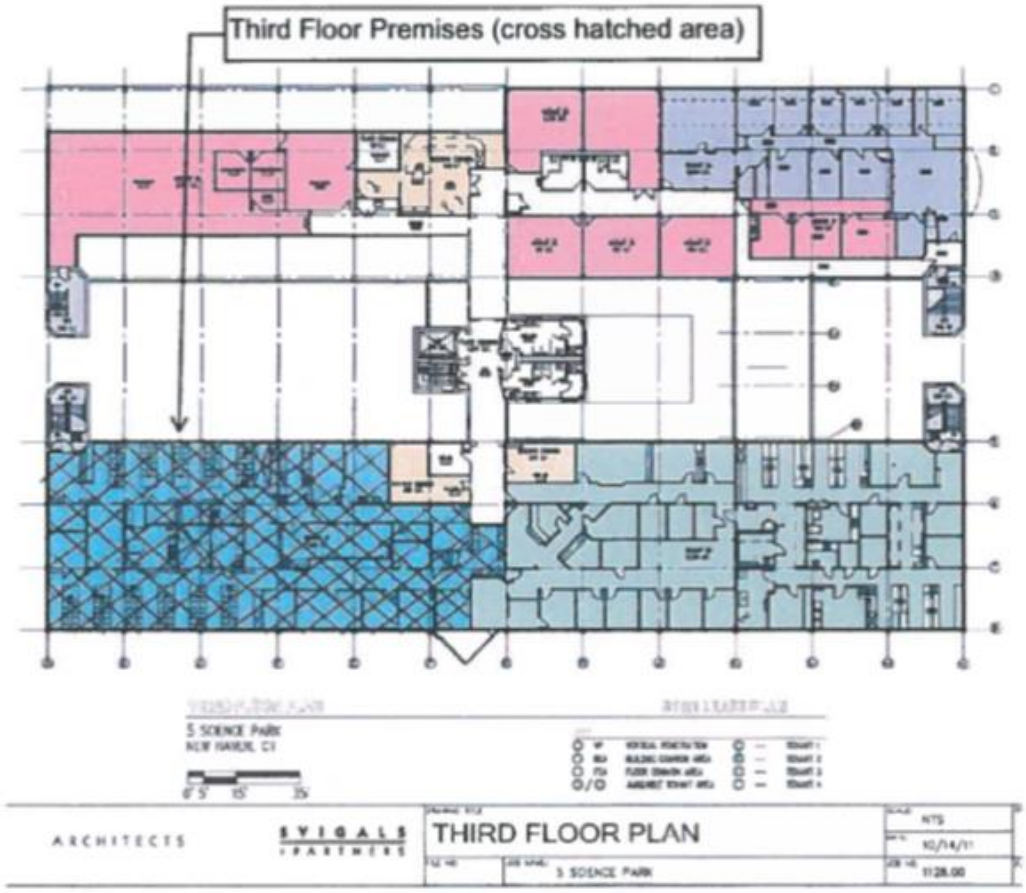
SCHEDULE A-2

FLOOR PLAN OF SECOND FLOOR PREMISES



SCHEDULE A-3

FLOOR PLAN OF THIRD FLOOR PREMISES



SCHEDULE A-4

LANDLORD'S ADDITIONAL PROPERTY

3rd floor lab

1. laboratory casework
2. laboratory work stations/benches
3. Audio (paging) system
4. Autoclave unit(s) and ancillary systems
5. Glass wash unit(s) and ancillary systems
6. Biosafety cabinets
7. Controlled environment room
8. DI/RO water system
9. Kewaunee fume hood and ancillary systems and ventilation
10. Security and alarm system
11. Vacuum pump
12. A.O. Smith dedicated water heater
1. built-in reception desk

2nd floor offices

1. ~~cubicle workstation~~
2. ~~office furniture including desks, some chairs, shelving and whiteboards~~
3. kitchen equipment

1st floor office area

1. built-in reception desk
2. 2 large wood wall partitioned private offices with u-shaped desks and overhead bins
3. 3 cubicle u-shaped workstations with overhead bins
4. office furniture in 8 offices (2 offices without)
5. whiteboards
6. conference table
7. kitchen with dishwasher and refrigerator
8. keycard access system
9. server room with one switch rack and one shelving unit

1st floor lab

1. laboratory work stations/benches
2. Tissue culture hood (6 ft Nuaire biosafety cabinet), ducted outside
3. 2 ft x 4 ft exhaust hood in rear room
4. built-in lab glassware cabinet
5. 4 ft Safeaire chemical hood
6. walk in +4 cold room

SCHEDULE B

TENANT'S EQUIPMENT

FURNFIX	1	Office Suite of Furniture-Inv#s 14219,
FURNFIX	1	Office Suite of Furniture-Inv#s 14219,
FURNFIX	1	Office Suite of Furniture-Inv#s 14219,
FURNFIX	1	Office Suite of Furniture-Inv#s 14219,
FURNFIX	1	PhD Room of Furniture-Inv#s 14219,
FURNFIX	1	PhD Room of Furniture-Inv#s 14219,
FURNFIX	1	Computational Chemist RM-Inv#s 14219,
FURNFIX	1	Large Conference Suite-Inv#s 14219,
FURNFIX	1	Small Conference Suite-Inv#s 14219,
FURNFIX	1	Reception Area-Inv#s 14219,
FURNFIX	1	Refrigerator—Lunch Room
FURNFIX	1	Ikea desk (Taavi) & Ikea Lounge Chair
FURNFIX	1	Ikea Loveseat for Reception Area
FURNFIX	1	CEO Office, Conf Rm, Chem VP & CSO
FURNFIX	1	Reception Desk
FURNFIX	1	Conference Table & Furniture
FURNFIX	1	(6) Storage Racks, (2) metal carts &
FURNFIX	1	Refrigerator—Lunch room
FURNFIX	1	Office Suite of Furniture
FURNFIX	1	Office Suite of Furniture
FURNFIX	1	File Cabinet—Kari
FURNFIX	1	Elliptical
FURNFIX	1	Treadmill
FURNFIX	1	Office Suite of Furniture
FURNFIX	1	Conference Table
LABEQUIP	1	New Brunswick Incubator Shaker
LABEQUIP	1	VWR CryoPro
LABEQUIP	1	Fisher Scientific Isotemp Water Bath
LABEQUIP	1	Fisher Scientific Isotemp Incubator
LABEQUIP	1	Heraeus Biofuge pico
LABEQUIP	1	Heraeus Biofuge pico
LABEQUIP	1	Fisher Sci Electrophoresis Power Supply
LABEQUIP	1	Denver Instrument Balance
LABEQUIP	1	Sorvall RC-SB Plus Centrifuge
LABEQUIP	1	Hoshizaki Ice Machine
LABEQUIP	1	Baker Cell Culture Hood
LABEQUIP	1	Baker Cell Culture Hood
LABEQUIP	1	Baker Cell Culture Hood

LABEQUIP	1	Thermo Scientific CO2 Incubator
LABEQUIP	1	Thermo Scientific CO2 Incubator
LABEQUIP	1	Thermo Scientific Precision Water Bath
LABEQUIP	1	Sorvall ST 16 Centrifuge
LABEQUIP	1	New Brunswick Ultra-Low Freezer
LABEQUIP	1	Kenmore Refridgerator
LABEQUIP	1	M-20 Microplate Swing Bucket Rotor
LABEQUIP	1	Bio Rad T100 Thermal Cycler
LABEQUIP	1	Bio RadT100 Thermal Cycler
LABEQUIP	1	Bio Rad C1000Touch Thermal Cycler
LABEQUIP	1	Gel Plate Blot System
LABEQUIP	1	Benchmark Everlast Platform Rocker
LABEQUIP	1	Benchmark Everlast Platform Rocker
LABEQUIP	1	Bio Rad Cell Counter
LABEQUIP	1	ChemiDoc MP Imaging System
LABEQUIP	1	Cytation 3 Imaging Reader
LABEQUIP	1	Synergy 2 Microplate Reader
LABEQUIP	1	Branson Sonicator 200 Watt
LABEQUIP	1	Thermo Scientific Orion Star A111
LABEQUIP	1	PolyFlow Dry Ice Box
LABEQUIP	1	Nikon Eclipse TS100 Microscope
LABEQUIP	1	HP Compaq Elite 8300 & Monitor
LABEQUIP	1	HP Compaq Elite 8300 & Monitor
LABEQUIP	1	HP Compaq Elite 8300 & Monitor
LABEQUIP	1	Gelman Dry Ice Chest w/Handles
LABEQUIP	1	FlowCytometer & Assembly Pump
LABEQUIP	1	Spectr TD2000E Trans llluminator
LABEQUIP	1	(16) Xplorer 12-channel Pipettes
LABEQUIP	1	(2) Eppend Res Plus Trade-In 12 chan
LABEQUIP	1	(3) Eppend Res Plus Trade-In 12 chan
LABEQUIP	1	(3) Eppend Res Plus Trade-In 12 chan
LABEQUIP	1	Eppend Research plus 3-pack
LABEQUIP	1	(4) Xplorer Charging Carousel
LABEQUIP	1	VWRSymphony-3074 CO2 Incubator &
LABEQUIP	1	Liquid Dispensing System
LABEQUIP	1	Micro Plate Dispenser
LABEQUIP	1	Titer Plate Shaker
LABEQUIP	1	Centrifuge-Eppendorf
LABEQUIP	1	Centrifuge-Eppendorf
LABEQUIP	1	Centrifuge-Eppendorf
LABEQUIP	1	Centrifuge-Eppendorf
LABEQUIP	1	Centrifuge-Eppendorf
LABEQUIP	1	Centrifuge-Eppendorf

LABEQUIP	1	Centrifuge-Eppendorf
LABEQUIP	1	Centrifuge-Eppendorf
LABEQUIP	1	Centrifuge-Beckman Allegra X22
LABEQUIP	1	Inverted Microscope—Nikon Eclipse TS100
LABEQUIP	1	Branson 450 Ultrasonic Processor
LABEQUIP	1	Recirculating Hood (60
LABEQUIP	1	Compound storage system
LABEQUIP	1	Recirculating Hood (72
LABEQUIP	1	(9) Pipettes UL Single channel &
LABEQUIP	1	Pippetts research plus
LABEQUIP	1	Pippetts research plus
LABEQUIP	1	DualStack 3110/Rel#8 Series-II Water
LABEQUIP	1	NBS TCA-3, Temp Monitoring System
LABEQUIP	1	Nikon Microscope SMZ645
LABEQUIP	1	Upgrade of Cytation 3 Imaging Reader
LABEQUIP	1	V-10, dual pump, Carousel drive only
LABEQUIP	1	(6) Xcell4 Midi-cell upgrade kits
LABEQUIP	1	Nemi Guillotine
LABEQUIP	1	Dell Laptop w/ Biocore EvaI Software
LABEQUIP	1	Dell Laptop w/ Unicom Software
LABEQUIP	1	Filter Exc/emission 570/100NM, 680/30NM
LABEQUIP	1	Filter blk asby
LABEQUIP	1	Svce kit upgrade S2
LABEQUIP	1	Filter Exc/emission
LABEQUIP	1	(3) TI Explorer
LABEQUIP	1	Cuvette Quartz w/ stopper
LABEQUIP	1	(2) TI Xplorer Pipettes
LABEQUIP	1	Superdex200, Superdex75 10/300 GL
LABEQUIP	1	(2) TI Explorer 12-Channel 5-100ul yello
LABEQUIP	1	(3) Res+ 0.5-10 ul 12-chan pipette &
LABEQUIP	1	TI Xplorer 12-channel 50-1200ul green
LABEQUIP	1	Nuaire Biosafety & Cell Culture Hood;
LABEQUIP	1	Improvement to Air Clean Hood
LABEQUIP	1	(2) Pump Dual Syring Infusion 115V
LABEQUIP	1	Ergo One .5-10UL 12-channel pipet & ERGO
LABEQUIP	1	iBlot 2 Gel Transfer Device
LABEQUIP	1	1240 B SLM Aminco French Press
LABEQUIP	1	Flow Jo v10 Dongle
LABEQUIP	1	(4) Surelock Xcell Mini-Cell
LABEQUIP	1	Ergo one 8 channel pipette (returned)
LABEQUIP	1	Ergo one 12 channel St
LABEQUIP	1	(4) Ergo One Starter Kit*5 SingleChannel
LABEQUIP	1	Beckman Allegra 6 Centrifuge & Rotor

LABEQUIP	1	Biacore 3000 Esscare
LABEQUIP	1	Vertical Midi-Format Electrophoresis
LABEQUIP	1	Refridgerator—Kenmore
LABEQUIP	1	Labrepco Freezer
LABEQUIP	1	Labrepco Refridgerator
LABEQUIP	1	CombiFlash Rf-200i Automated Flash
LABEQUIP	1	CombiFlash Rf 4x Module
LABEQUIP	1	Discover SP microwave system
LABEQUIP	1	Buchi Rotavapor
LABEQUIP	1	SCILOGEX Rotary Evaporator
LABEQUIP	1	Edwards RV8 Rotary Vane Dual
LABEQUIP	1	Edwards RV3 Vacuum Pump
LABEQUIP	1	SAVANT VLP120 Valupump
LABEQUIP	1	SCILOGEX-Pro LCD Digital
LABEQUIP	1	Buchi Vacuum Pump with
LABEQUIP	1	Mettler Toledo Precision Balance
LABEQUIP	1	American Scientific Balance
LABEQUIP	1	Marble Balance Table
LABEQUIP	1	Mettler Toledo Classic
LABEQUIP	1	Mettler Toledo Balance
LABEQUIP	1	VWR Benchtop Gravity Convection Oven
LABEQUIP	1	Stainless Steel Desicator Cabinet
LABEQUIP	1	IKA Hotplate Magnetic Stirrer
LABEQUIP	1	IKA Hotplate Magnetic Stirrer
LABEQUIP	1	IKA Hotplate Magnetic Stirrer
LABEQUIP	1	IKA Hotplate Magnetic Stirrer
LABEQUIP	1	IKA Hotplate Magnetic Stirrer
LABEQUIP	1	IKA Hotplate Magnetic Stirrer
LABEQUIP	1	Computational Chemistry Computer
LABEQUIP	1	Thermo Sci -Vacuum Oven
LABEQUIP	1	Nitroflow Lab Generator
LABEQUIP	1	Wilmad LG357-100-Dble Vacuum
LABEQUIP	1	Wilmad LG357-100-Dble Vacuum
LABEQUIP	1	12 Port Drying Chamber SS
LABEQUIP	1	Freezone 2.5L Cascade Benchtop syst
LABEQUIP	1	Gelman Ultrasonic Bath
LABEQUIP	1	Fisher Hamilton Chemistry Hoods
LABEQUIP	1	Mass Spec TOF LCMS
LABEQUIP	1	High Performance Autosampler
LABEQUIP	1	(2) Tissue Culture Hood
LABEQUIP	1	(2) CO2 Incubator Double Stack
LABEQUIP	1	ERGO once 12 Chan Adjustable Pipettors
LABEQUIP	1	ERGO once 12 Chan Adjustable Pipettors

LABEQUIP	1	ERGO once 12 Chan Adjustable Pipettors
LABEQUIP	1	VIAFLO 96 Base Unit
LABEQUIP	1	12.5ul 96 Channel Pipetting Head
LABEQUIP	1	8 Channel Voyager Pipette
LABEQUIP	1	12 Ch ViaFlo Pipette
LABEQUIP	1	96 channel Pipetting Head Vioflow
LABEQUIP	1	Kenmore 20.6 cubic ft Upright Freezer
LABEQUIP	1	Microfuge-22R Centrifuge
LABEQUIP	1	Mettler Toledo XS105 Balance
LABEQUIP	1	Tissue Lyser Mill-Retsch Qaigen
LABEQUIP	1	NUNC-Immuno Wash 12 for 96 well plates
LABEQUIP	1	Trippt 51007 Lab Cart
LABEQUIP	1	Pump Vacuum with Woulff Bottle
LABEQUIP	1	Improvement to Air Clean Hood
LABEQUIP	1	Auto Desiccator Cabinet
LABEQUIP	1	bromoKdELECT Kds#32
LABEQUIP	1	SALD 2300 wet measurement with
LABEQUIP	1	Control Rct Saf Ikamag
LABEQUIP	1	Oven 1.4 cu ft
LABEQUIP	1	Rotavap
LABEQUIP	1	HPLC (Software & Hardware)
LABEQUIP	1	Ultrasonic Cleaner
LABEQUIP	1	Repeater Stream Pipette
LABEQUIP	1	Titan A450-Quad CPUs AMO Opteron Abu
LABEQUIP	1	HPLC Replacement Parts
LABEQUIP	1	Explosion Proof Freezer
LABEQUIP	1	Digital Rocker 12V/US
LABEQUIP	1	Vacuum Pump V-300
LABEQUIP	1	Upright Freezer & Top Freezer/Refridge
LABEQUIP	1	Li-Cor Odyssey 9120 Imaging System
LABEQUIP	1	(2) Surelock Xcells
LABEQUIP	1	Long Life Deuterium Lamp, 1100/1200
LABEQUIP	1	Planetary Ball Mill PM 200
LABEQUIP	1	In-Cell Western Key
LABEQUIP	1	Criterion Cell plus Frt
LABEQUIP	1	Sonicator Microplate Pkg 110V & Frt
LABEQUIP	1	Criterion Cell
LABEQUIP	1	Biotek ELX 405UCWVS Microplate Washer
LABEQUIP	1	Biotek ELX 405UCWVS Microplate Washer
LABEQUIP	1	RV 10 digital with dry ice cond-c, 115V
LABEQUIP	1	MVP 10 basic vaccum pump, 115V
LABEQUIP	1	CO2 Incubator 33FT3 70C115V60H
LABEQUIP	1	Thermo Fisher—Barnstead Lab-Line

LABEQUIP	1	Biacore: BC S200 Processing Unit-Silver
LABEQUIP	1	BC S200 Processing Unit-S&H Charge
LABEQUIP	1	BC S200: 19244701 Main Cable 115V
LABEQUIP	1	BC S200: 181177333 Computer SFF
LABEQUIP	1	BC S200: 29153626 Monitor, Widescreen
LABEQUIP	1	BC S200: 28402072 Keyboard
LABEQUIP	1	BC S200: Biacore S200-Inside Del Lvl II
LABEQUIP	1	lnnova U725 220V/60Hz Freezer, 25.6 Ft
LABEQUIP	1	LCMS-2020 Detector with Advanced
LABEQUIP	1	LCMS-2020 Detector with Advanced
LABEQUIP	1	LCMS-2020: FCV-34AH 6-position, 7 port
LABEQUIP	1	LCMS-2020: Valve Installation Kit
LABEQUIP	1	LCMS-2020: FCV piping assy-addtl piping
LABEQUIP	1	LCMS-2020: FCV piping assy
LABEQUIP	1	LCMS2020: Fast Flow Cell, i-Series 3D
LABEQUIP	1	LCMS-2020 Detector w/ Advanced Data
LABEQUIP	1	Biacore S200 24-Month Ext Warranty
LABEQUIP	1	Trans-blot Turbo Transfer system-1704150
LABEQUIP	1	Trans-Blot Turbo Cassette-1704151
LABEQUIP	1	Part of Trans-Blot Turbo Transfer System
LABEQUIP	1	Part of Trans-Blot Turbo Transfer System
LABEQUIP	1	CombiFlash Rf Torrent Module UV
LABEQUIP	1	CombiFlash Rf Torrent Module—Foxy
LABEQUIP	1	CombitFlash Rf Torrent Module—Rack
LABEQUIP	1	CombiFlash Rf Torrent Module—Solid
LABEQUIP	1	CombiFlash Rf Torrent Module—Chrom
LABEQUIP	1	Lamp, 1100/1200 DAD/MWD
LABEQUIP	1	96 Multichannel Enhanced Tip Selection
LABEQUIP	1	Beckman Coulter Biomek NXp
OFFEQUIP	1	Laptops-HP EliteBook
OFFEQUIP	1	Laptops-HP EliteBook
OFFEQUIP	1	Laptops-HP EliteBook
OFFEQUIP	1	Laptops-HP EliteBook
OFFEQUIP	1	Laptops-HP EliteBook
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OFFEQUIP	1	Laptops-HP EliteBook
OFFEQUIP	1	Epson Powerlite 1261Projector
OFFEQUIP	1	LAN Infrastructure—lnv#s:130808AV005-
OFFEQUIP	1	PolyCom—Clear One Max EX Wired
OFFEQUIP	1	RCA 1-Handset 4-Line Cordless Telephone
OFFEQUIP	1	Security System
OFFEQUIP	1	Uninterrupted Power Supply System
OFFEQUIP	1	Laptops-HP EliteBook
OFFEQUIP	1	Laptops-HP EliteBook
OFFEQUIP	1	Laptops-HP EliteBook
OFFEQUIP	1	Laptop Thinkpad
OFFEQUIP	1	(2) Laptop EliteBook
OFFEQUIP	1	Apple MacBook AIR (Rob)
OFFEQUIP	1	HP Elitebook and Dock
OFFEQUIP	1	HP Elitebook and Dock
OFFEQUIP	1	HP Elitebook and Dock
OFFEQUIP	1	HP Elitebook and Dock
OFFEQUIP	1	HP Elitebook and Dock
OFFEQUIP	1	HP Elitebook and Dock
OFFEQUIP	1	HP Elitebook and Dock
OFFEQUIP	1	Cisco Aironet
OFFEQUIP	1	SonicWALL TZ300 Total Secure Security
OFFEQUIP	1	SonicWALL TZ300 Total Secure Security
OFFEQUIP	1	Meraki Legacy
OFFEQUIP	1	Meraki Legacy
OFFEQUIP	1	Meraki Legacy
OFFEQUIP	1	Meraki Legacy
OFFEQUIP	1	Cisco Ethernet
OFFEQUIP	1	Surface Pro 4 w/dock & keyboard
OFFEQUIP	1	AED Battery
OFFEQUIP	1	AED Battery
OFFEQUIP	1	Surface Pro 3
OFFEQUIP	1	Surface Pro 4 w/dock & keyboard
OFFEQUIP	1	Surface Pro 4 w/dock & keyboard
OFFEQUIP	1	Surface Pro 4 w/dock & keyboard
OFFEQUIP	1	Surface Pro 4 w/dock & keyboard
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OFFEQUIP	1	Surface Pro 4 w/dock & keyboard

OFFEQUIP	1	Surface Pro 4 w/dock & keyboard
OFFEQUIP	1	Surface Pro 4, dock, Office & cover
OFFEQUIP	1	Surface Pro 4, dock, Office & cover
OFFEQUIP	1	Apple Macbook Pro (Steve)
OFFEQUIP	1	Epson EX7240 Pro WXGA 3LCD Projector
OFFEQUIP	1	Cisco Catalyst 48 Port Ethernet Switch
OFFEQUIP	1	Monitor (Alexey)
OFFEQUIP	1	HP Zbook workstation
OFFEQUIP	1	HP Zbook workstation
OFFEQUIP	1	HP Zbook workstation
OFFEQUIP	1	HP Zbook workstation
OFFEQUIP	1	Epson EX7240 Pro WXGA 3LCD Projector
OFFEQUIP	1	Dell PowerEdge R530 Server & setup
OFFEQUIP	1	Cisco Catalyst 2960X
OFFEQUIP	1	HP Zbook workstation
OFFEQUIP	1	HP Zbook workstation
OFFEQUIP	1	HP Zbook workstation
OFFEQUIP	1	HP ZBook 15u G3 Mobile Workstation,
OFFEQUIP	1	HP ZBook 15 u Ge Workstation,
OFFEQUIP	1	HP ZBook 15u G3 Mobile Workstation,
OFFEQUIP	1	HP ZBook 15u G3 Mobile Workstation,
OFFEQUIP	1	HP ZBook 15u G3 Mobile Workstation,
OFFEQUIP	1	HP Zbook 15u G3 Mobile Workstation
OFFEQUIP	1	HP Zbook 15u G3 Mobile Workstation
CAPSFTWRE	1	Microsoft Great Plains Dynamics 2015
CAPSFTWRE	1	(3) Windows Server 2012R2 Standard
CAPSFTWRE	1	Dynamics GP Prof User License
CAPSFTWRE	1	Certara SYBX006: Sybyl-X Suite
CAPSFTWRE	1	eOne SmartlistBuilder, SmartView, and
LABEQUIP	1	Vacuum Pump V-300 #11V300100 & warranty
LABEQUIP	1	Image Xpress Micro XL High Content screening system w/software & licenses
LABEQUIP	1	Tube gaurd, APC Smart-UPS RM, Reolink IP, Kenuco CAT 6 ethernet cable
LABEQUIP	1	IncuCyte S3 HD/2CLR System package w/ software
LABEQUIP	1	Tube gaurd, APC Smart-UPS RM, Reolink IP, Kenuco CAT 6 ethernet cable
LABEQUIP	1	OLP WIN SVR CORE 2016-OB WIN RMT DT
LABEQUIP	1	DELL NX3230
LABEQUIP	1	DELL R740
LABEQUIP	1	ION Automated Robotic arm for HCIS

SCHEDULE C

CHEMICALS AND Hazardous MATERIALS

List of Chemicals and Hazardous Materials Anticipated to be used in the Arvinas Research Facility at 5 Science Park, New Haven, CT

The list below constitutes an initial estimate of the chemicals and classes that may be utilized as the facility is populated.

Inorganic Compounds

Sodium chloride
Silicon dioxide
Magnesium sulphate
Sodium Sulphate
Diatomaceous earth
Calcium chloride
Ammonium chloride
Potassium iodide
Nitrogen gas
Argon gas

Solvents

Acetone
Ethyl acetate
Hexane Acetonitrile
Methanol
Ethanol
Dichloromethane
Toluene
Ethyl ether
Methyl sulphoxide
Tetrahydrofuran

Acids

Acetic acid
Citric acid
Formic acid
Trifluoracetic acid Methanesulphonic acid
Hydrochloric acid
Sulphuric acid
Nitric acid
Tartaric acid

Bases

Sodium bicarbonate
Sodium carbonate
Potassium carbonate Sodium hydroxide
Sodium hydride
Cesium carbonate Butyl lithium

Lithium hydroxide Ammonium hydroxide
Triethylamine Diisopropylethylamine
Organic Compounds

Pyrimidines
Aminopyridines
Thiophenes
Thiazoles
Pyrazoles
Furans

Imidazotriazines
Pyrrolopyridines
Furopyridines
Indoles
Indazoles
Polyethylene glycols Carboxylates, alkyl/aryl Amides, alkyl/aryl Sulphonamides, alkyl/aryl
Sulphones, alkyl/aryl Sulphoxides, alkyl/aryl Ethers, alkyl/aryl Alcohols, alkyl/aryl
Carboxylates, alkyl/aryl Amines, alkyl/aryl
Sulphides, alkyl/aryl Mercaptans, alkyl/aryl Ketones, alkyl/aryl
Halides, alkyl/aryl
Aldehydes, alkyl/aryl
Chloroformates, alkyl/aryl
Ureas, alkyl/aryl Stannanes, alkyl/aryl
Boronates, alkyl/aryl
Tetrakis(triphenylphosphine)palladium(O)(l, I ^{1}-Bis(diphenylphosphino)ferrocene)palladium(II) dichloride

SCHEDULE D

RULES AND REGULATIONS

1. No sign, signal, advertisement, notice or other lettering, except as allowed in the Lease, shall be exhibited, inscribed, painted or affixed by any tenant on any part of the outside of the Leased Premises or inside of the Building without the prior written consent of Landlord. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors, or other parts of the Building, except of color, size and style and in such places as shall be first approved in writing by Landlord. Interior signs on doors and directory tablet shall be inscribed, painted or affixed by each tenant at Tenant's expense and shall be of a size, color and style acceptable to Landlord. Tenant agrees that any door or directory signage shall be removed at the end of the Lease Term and all doors and walls will be restored to their original conditions. All signs that are contracted for by Landlord will be at the rate fixed by Landlord from time to time and Tenant will be billed and will pay for such service accordingly.

2. Tenant will refer to Landlord all contractors, contractors' representatives and installation technicians rendering any service to Tenant for Landlord's supervision, approval and control before performance of any contractual service. Except for the hanging of pictures, no boring, cutting or stringing of wires shall be permitted, except with the prior written consent of Landlord and as Landlord may direct. This provision shall apply to all work performed in the Building including installations of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building.

3. The Landlord shall designate appropriate entrances for the moving to or from the Building, of equipment, materials, supplies, furniture or other property, and Tenant shall not use any other entrances or elevators for such purposes, except as designated by Landlord. Movement in or out of the Building of furniture or office equipment or dispatch or receipt by Tenant of any merchandise or materials which require use of elevators or stairways or movement through Building entrances or lobby shall be restricted to hours designated by Landlord. All such movement shall be under the supervision of Landlord and in the manner agreed between Tenant and Landlord by arrangement before performance. Such pre-arrangement initiated by Tenant will include determination by Landlord and subject to its decision and control as to the time, method and routing of movement and as to limitations imposed for safety or other concerns which may prohibit any article, equipment or any other item from being brought into the Building. Tenant is to assume all risk as to damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord, if damaged or injured as a result of acts in connection with carrying out this service for Tenant from the time of entering the Property to completion of work.

Landlord shall not be liable for the acts of any person engaged in, or any damage or loss to, any of said property or persons resulting from any act in connection with such service performed for Tenant, unless performed by Landlord, its agents, employees or contractors.

4. Tenant shall not deface any part of the Leased Premises, Building or Property.

5. No portion of the Leased Premises or of any other part of the Building shall at any time be used for cooking (except in designated areas), or occupied for lodging or sleeping, or for any immoral or illegal purpose, or for any purpose that will damage the Property or the reputation thereof or for any purpose other than that specified in the Lease covering the Leased Premises.

6. Tenant shall not place, install or operate on the Leased Premises or in any other part of the Building or on the grounds any engine or machinery or maintain, use or keep any flammable, explosive or hazardous material without the prior written consent of Landlord.

7. Landlord will not be responsible for lost or stolen personal property, equipment, money or jewelry from Tenant's area or public rooms regardless of whether or not such loss occurs when the area is locked against entry.

8. No birds or animals shall be brought into or kept in or about the Building, without permission of Landlord, except as necessary for Tenant's conduct of business on the Leased Premises. Tenant shall at its sole expense comply with all federal, state and local laws, ordinances, codes and regulations applicable to the presence of such birds or animals on the Leased Premises.

9. Tenants shall not hire or employ employees of Landlord without Landlord's prior express written consent. Tenants shall not give gifts of money or property to employees of Science Park or its agents.

10. Landlord will not permit entrance to the Leased Premises by use of pass keys controlled by Landlord to any person at any time without written permission by Tenant, except to employees, contractors or service personnel directly supervised by Landlord.

11. The entries, passages, doorways, elevators, elevator doors, hallways and stairwells shall not be blocked or obstructed; no rubbish, litter, trash or material of any nature shall be placed, emptied or thrown in these areas; and such areas shall not be used at any time except for ingress or egress by Tenant, Tenant's agents, employees, invitees, Tenant's equipment, furnishings and supplies to or from the Leased Premises.

12. Tenant shall not do or permit anything to be done in or about the Building or bring or keep anything therein that will in any way increase the rate of fire or other insurance on the Building or on property kept therein, or obstruct or interfere with the rights of, or otherwise injure or annoy other tenants or do anything in conflict with the valid pertinent laws, rules or regulations of any government authority.

13. Landlord desires to maintain the highest standards of environmental comfort and convenience for the tenancy. It will be appreciated if any undesirable conditions or lacks of courtesy or attention are reported directly to Landlord.

14. Intentionally Omitted.

15. Landlord shall have the right to determine and prescribe the weight and proper position of any unusually heavy equipment including safes, large files, etc. that are to be placed in the Building, and only those which in the opinion of Landlord do not exceed acceptable floor loading and might not with reasonable probability do damage to the floors, structure and/or freight elevator, may be moved into said Building. Landlord's permission will not be unreasonably withheld. Any damage occasioned in connection with the moving or installing of such aforementioned articles in said Building or the existence of same in said Building shall be paid for by Tenant, unless otherwise covered by insurance.

16. Landlord shall have the right to prohibit the use of the Science Park Development Corporation name, or of the name of the Science Park project or of any Science Park building, or any other publicity by Tenant, which, in Landlord's opinion, tends to impair Landlord's Reputation or that of the Building or its desirability for the executive offices of Landlord or of other tenants; and, upon written notice from Landlord, Tenant will refrain from or discontinue such use or publicity. Landlord's permission will not be unreasonably withheld.

17. No food or beverages may be stored in any areas other than in those specifically designated for such purposes. Also, waste materials, including trash from the packaging, preparation or serving of the above, must be disposed of the same day in the proper receptacles. Tenant must bear the cost of correcting any pest problem resulting from these activities.

18. No weapons are allowed on the Property or on the real property known as "Science Park" of which the Property forms a part.

19. Any device used for moving of furniture, freight, mail or paper goods that will be used on a daily basis will be padded in such a way as to protect from possible damage any surface with which it may come in contact. Any device used on an occasional basis, which is not padded, will be operated in a safe manner so as to prevent damage to any walls, doors, floors, ceilings or other surfaces. Hand trucks must have rubber tires.

20. All work done by service personnel, whether in-house or contracted, shall be done in a first class manner to accepted standards of the trade and shall conform to all codes imposed by any governmental authority.

21. No awnings or other projections shall be attached to the outside walls of the Building without the prior written consent of Landlord. No curtains, shades or screens shall be attached to, or hung in or used in connection with any window or door of the Leased Premises without the prior written consent of Landlord. Such awnings, projections, curtains, blinds, shades, screens or other fixtures so permitted by Landlord must be of a quality, type, design and color and attached in the manner approved by Landlord.

22. No show cases or other articles shall be placed in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules without the prior written consent of Landlord.

23. Water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed and no sweepings, rubbish, rags or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by any Tenant who, or whose servants, employees, agents, contractors, subcontractors, licensees or visitors, shall have caused the same.

24. Landlord reserves the right to exclude from the Building any persons who do not present identification acceptable to Landlord. Landlord shall in no case be liable for damages for any error with regard to admission or exclusion from the Building of any person.

In the case of riot, mob, invasion, public excitement or other circumstances rendering such actions advisable in Landlord's opinion, Landlord reserves the right to prevent access to the Building during the continuance of the same by such actions as the Landlord may deem appropriate including closing doors.

25. The requirements of Tenant will be attended to only upon application at the office of Landlord's building manager in the manner set forth by Landlord. Landlord's employees shall not perform any work or do anything outside of their regular duties unless under special instructions from Landlord.

26. Canvassing, soliciting and peddling in the Building is prohibited and Tenant shall cooperate to prevent same.

27. Intentionally Omitted.

28. **Hours of Operation**

Science Park is open 24- hours a day, 7 days a week. The normal hours of operation are Monday through Friday from 8:00 a.m. to 6:00 p.m. excluding holidays.

29. **Keys to Offices**

Two keys will be issued for each tenant's space. The principal of the Tenant will sign for the keys upon issuance. The Tenant may make additional copies of the keys as needed. It will be the responsibility of the Tenant's principal to keep track of those persons to whom he has issued keys. All keys and photo IDs must be returned to the Landlord upon termination of the Lease or a $15 penalty per item charge will be deducted from the security deposit held by Landlord. Replacement of locks because of lost or unreturned keys shall be undertaken at the Tenant's expense.

30. **Parking and Speed Limit**

All Science Park companies and employees will be assigned to specific parking lot areas. There are no assigned spaces other than for handicapped parking. It is requested that individuals park between the painted lines. If for business reasons you wish to leave your vehicle overnight or for the weekend, the security officer must be notified. No one is allowed to "deadhead" his or her vehicle in the parking lots. Vehicles found improperly parked obstructing exits, fire lanes, other spaces, etc. will be towed at the owner's expense.

The speed limit for the private drives and roadways within Science Park is 15 m.p.h. Please obey this speed limit for the safety of everyone walking and driving within the Park.

31. **Reporting Emergencies or Incidents**

All emergencies (fire, injury, illness, etc.) should be reported to security immediately at . This telephone number must only be used in cases of emergency. Incidents such as thefts, unwanted persons, vandalism or damage to parked vehicles in Science Park should also be reported as soon as possible.

32. **Film Crews.** Tenant shall provide Landlord with at least 24 hours advance written notice of any scheduled visits to and/or work within, on or about Science Park by any film crew, whether in connection with a documentary or dramatic production, interviews, research, promotion, advertising, news coverage or otherwise.

33. **Special Events Held by Science Park Companies**

Any event held by a Science Park company which may disturb or interfere with the security, safety or operations of other companies or which involves more than ten (10) people entering into the Park must be registered with the Landlord and the Landlord's security site supervisor. The host company may be required to hire additional security or maintenance personnel. For any such special event, the following will be required:

(a) Events will be held within the confines of the host company's Leased Premises and only within an SPDC common area when express permission has been granted.

(b) Participants will be restricted to a pre-determined area near which bathroom facilities are available.

(c) A guest list must be provided to Landlord's security site supervisor at least twenty four (24) hours in advance of the special event.

(d) Arrangements will be made for ample parking to be available with proper signs provided to guide and inform the guests. The host company should be prepared to provide the signs.

(e) Alcohol consumption must be monitored by the host company for underage persons and for excessive consumption by guests.

(f) The host company will be responsible for cleanup and for any damage and costs incurred in restoring any area involved to its original good condition.

34. **Roof Off Limits.** No Tenant and no employee or invitee of any Tenant or employee, shall go upon the roof of the Building without Landlord's permission.

35. **Changes to Entrances.** Landlord shall have the right at any time without incurring any liability to Tenant to change the arrangement and/or location of entrances or passageways, doors or doorways, corridors, elevators, stairs, toilets or other common areas of the Building.

36. **Tenant Information.**

(a) Tenants are required to provide a 2-3 line description of their company's operation. This description will include P.O. Box (if applicable), telephone numbers (fax, voice, e-mail) and company principal(s).

(b) Each year as of June 30th, SPDC conducts a survey of employment in Science Park companies which includes questions pertaining to personnel and strategic data which identifies benchmarks for Science Park performance, including but not limited to the number of employees and other such data, education levels, company expansion plans, and needs, etc. This data is necessary for SPDC's reporting to its lenders and others. Individual company data is kept confidential. Tenants including Ground lease Tenants/Subtenants are required to participate in this survey. In addition, Tenant shall promptly distribute SPDC's current survey form to their subtenant companies, follow up, and collect the completed forms from subtenants by the established due date.

37. **Yale University Amenities**

Commercial (those having no off street or public customers) Tenants of Science Park and their employees are invited to take advantage of the following current amenities at Yale University. All Yale amenities are offered at the sole discretion of Yale University and the following language cannot be changed without the express approval of Yale.

A. Payne Whitney Gymnasium

1. Fitness Center – cardio machines, Cybex circuits, free weights
2. Swimming Pools—lap swimming
3. Lanman Center/Greenberg Brothers Track – basketball, jogging
4. 15 International Squash Courts – recreational squash
5. Physical Education Classes including aerobics, dance, martial arts, sports skills
6. Sauna for Women, Sauna for Men – for health/relaxation

Membership to Payne Whitney Gym:

The membership fee is the same as charged to Yale faculty and staff. To obtain a membership simply present a letter at the membership office in the Payne Whitney Gym on your company's letterhead which states that you are an employee of a Science Park company. After paying the fee, you will receive a membership card, which must be presented for admission to the facilities.

The Membership Office is open Monday through Friday 10:00 a.m. to 2:00 p.m. and 3:15 p.m. to 6:00 p.m. Please call the membership office at (203) 432-2497 for additional information.

B. Yale Golf Course Access

1. Corporate Membership: (For corporations and businesses that will elect for membership, four individuals within the corporation or business.) the four individuals will be entitled to unlimited play. (Alternatively, the corporation/business can elect to purchase 300 rounds, within the calendar year, for use by its employees and guests.) The one time initiation fee will be waived. Contact the Membership Office at (203) 392-2306 for cost of membership and details.

2. Involvement with Yale Golf Classic and other golf events. Contact Barbara Chesler at for details.

C. Yale Football Corporate Hospitality and Group Outings

For information on adult or youth group outings for football or other varsity athletic events contact Pat O'Neill at .

D. Yale University Library Privileges

Employees of Science Park tenant companies when SPDC has a current, valid lease on file may request a Yale Library Card, which will be issued at no charge. The request must be made using the SPDC designed standard, bearer letter on SPDC (or in the case of an SPDC ground leasee Tenant, the ground leasee Tenant's letterhead), counter-signed by the sub-tenant company's designated Yale Privileges Representative. When leases commence or terminate, SPDC or SPDC's ground leasee Tenants will update their list of valid leasees and email the list to the Yale Sterling Memorial Library's circulation desk. The Circulation Desk will compare each library card request letter to the companies on the lists to confirm privileges. A card valid for 1 year will be available for pickup at the Library approximately one week after the request is received. If you have any questions regarding this validation procedure only, contact SPDC; Clio Nicolakis, at . For all other questions, contact the Sterling Memorial Library at 203.432.1853 or smlcirc@yale.edu.

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (the "**Agreement**") is entered into as of this 23rd day of May, 2018 (the "**Effective Date**") by and between **SCIENCE PARK DEVELOPMENT CORPORATION**, a Connecticut non stock corporation having its office at 5 Science Park, New Haven, Connecticut 06511 (the "**Landlord**"), and **ARVINAS, INC.**, a Delaware corporation having a principal place of business at 5 Science Park, 3rd Floor, New Haven, Connecticut 06511 (the "**Tenant**") in modification of that certain Lease between the Landlord and the Tenant executed on or about January 2, 2018 (the "**Lease**").

WHEREAS, the Landlord and the Tenant are parties to the Lease which is in full force and effect; and

WHEREAS, the Landlord and the Tenant wish to modify the Lease as more fully set forth herein; and

NOW, THEREFORE, the Landlord and the Tenant agrees as follows:

1. **Amendments to Lease.** As of the Effective Date, the following modifications are made to the Lease:

a) Section 1.1(a) **of** the Lease is amended and restated to read, in full, as follows:

(a) Landlord is the owner of the real property located at Science Park, New Haven, Connecticut as described on **Exhibit A** attached hereto (the "**Property**"). The Tenant shall lease from Landlord the following premises located in Science Park Building 5 ("**Building 5**"), which is located on the Property: (i) approximately 7,873 rentable square feet on the first floor of Building 5, as shown on the floor plan attached hereto as **Schedule A-1** (the "**First Floor Premises**"); (ii) approximately 10,249 rentable square feet on the second floor of Building 5, as shown on the floor plan attached hereto as **Schedule A-2** (the "**Second Floor Premises**"); and approximately 9,456 rentable square feet on the third floor of Building 5, as shown on the floor plan attached hereto as **Schedule A-3** (the "**Third Floor Premises**"). Tenant shall have exclusive use of the First Floor Premises, the Second Floor Premises, the Third Floor Premises and Landlord's fixtures, equipment and personalty set forth in **Schedule A-1** attached hereto ("**Landlord's Additional Property**"). In addition to the aforementioned First Floor Premises, Second Floor Premises and Third Floor Premises, the Tenant shall also lease from Landlord: as of May 15, 2018, approximately 2,632 rentable square feet on the first floor of Building 5, as shown on the floor plan attached hereto as **Schedule A-4** (the "**Part A Space**"), and, as of May 1, 2019, or earlier as provided in Section 2.4.G. hereof, approximately 3,705 rentable square feet on the first floor of Building 5, as shown on the floor plan attached hereto as **Schedule A-4** (the "**Part B Space**"). The First Floor Premises, the Second Floor Premises, the Third Floor Premises, the Part A Space, the Part B Space, and the Landlord's Additional Property shall be referred to herein collectively as the "Leased Premises." Landlord's Additional Property shall be considered part of the Leased Premises but shall remain property of the Landlord.

b) Section 1.2 of the Lease is amended by replacing “seventy five (75) parking space” with “one hundred (100) parking spaces”.

c) Section 2.3 of the Lease is amended by adding the following paragraph to the end thereof to read in full as follows:

Landlord shall contribute rent abatements up to the total amount of SEVENTY FIVE THOUSAND DOLLARS ($75,000.00) (“**Part B Space Contribution**”) on account of the cost of refurbishing the Leased Premises including design and engineering costs. Part B Space Contribution shall be available to Tenant only as follows: (i) Tenant shall submit to Landlord a written request to utilize a portion of Part B Space Contribution as an abatement of one or more monthly installments of Base Rent (as hereinafter defined) (each a “**Part B Space Contribution Request**”); (ii) each Part B Space Contribution Request shall include evidence reasonably satisfactory to Landlord that Tenant has actually paid to contractors and other relevant professionals an amount at least equal to the amount sought in the Part B Space Contribution Request in connection with construction, design and or other service and materials directly related to and necessary in connection with renovation of the Leased Premises; (iii) unless a Part B Space Contribution Request is disputed by Landlord within ten (10) days from receipt by Landlord, Tenant shall be entitled to abatement of the Base Rent monthly installment(s) first payable not less than thirty (30) days from submission of such Part B Space Contribution Request to Landlord; (iv) the Part B Space Contribution shall not be available to Tenant for reimbursement before May 1, 2019; and (v) notwithstanding sub-section (iv) hereof, Tenant may use and be reimbursed now for a small amount of the Part B Space Contribution to repair the floor in the Part A Space, and, subject to and without interfering with Landlord’s rights described in Section 2.4.G.(i) of this Lease, Tenant may immediately commence any other work in the Leased Premises, to be reimbursed therefor on or after May 1, 2019.

d) Section 2.4 of the Lease is amended by adding the following new subparagraphs to read, in full, as follows:

F. As of May 15, 2018, Landlord shall tender to Tenant possession of the Part A Space in its then “as is” condition and Tenant agrees to accept possession of such portion of the Leased Premises in its then “as is” condition.

G. As of May 15, 2018, Landlord shall tender to Tenant possession of the Part B Space in its then “as is” condition and Tenant agrees to accept possession of such portion of the Leased Premises in its then “as is” condition, subject to the following:

(i) through August 31, 2018, Landlord shall retain access to and the use of approximately 1,500 square feet of the Part B Space for storage, assembly of cubicles and furniture and such other uses as Landlord may require.

e) Section 3.1.A. of the Lease is amended and restated to read, in full, as follows:

A. As used herein, the term "**Lease Year**" shall mean the 12-month period commencing on the Commencement Date and each succeeding 12-month period.

During the initial Term, Tenant shall pay to Landlord a base rent ("**Base Rent**") for each Lease Year as follows:

Months of Term	Base Rent Rate (Annually per RSF)	Applicable RSF	Monthly Base Rent
January, 2018	$ 21.00	19,705	$ 34,483.75
February, 2018 – May 14, 2018	$ 21.00	27,578	$ 48,261.50
May 15 – 31, 2018	$ 21.00	30,210	$ 52,867.50
June, 2018 – July, 2018	$ 21.00	22,337	$ 39,089.75
August, 2018 – April, 2019	$ 21.00	30,210	$ 52,867.50
May, 2019 – December, 2022	$ 21.00	33,915	$ 59,351.25

f) Section 3.4 of the Lease is amended and restated to read, in full, as follows:

3.4. Electricity. Tenant shall pay to Landlord, as Additional Rent hereunder, an amount equal to $1.62 per year for each rentable square foot of the Leased Premises, which shall be payable in equal monthly installments together with the regular monthly payments of Base Rent and Additional Rent. For the purposes of this paragraph: (a) the Leased Premises shall be deemed to constitute 33,915 rentable square feet as of May 15, 2018 and continuing for the balance of the Term; and (b) the annual charge for electricity shall be $54,942.30 payable in monthly installments of $4,578.53.

g) Section 24.1 of the Lease is amended by changing the amount of the Deposit to $15,760.00.

2. **Schedules.** Schedule A-4 and Schedule A-5 attached hereto are hereby made a part of the Lease as amended by this Agreement. Schedule A-1 to the Lease is deleted and Schedule A-1 attached to this Agreement is substituted therefor and is hereby made a part of the Lease.

3. **Reaffirmation of Lease.** In all other respects, the Lease, as hereby amended, is reaffirmed by the Parties and shall be and remain in full force and effect.

4. **Landlord and Tenant Remain Obligated.** Nothing herein shall constitute a waiver or release by the Landlord or the Tenant of any unperformed obligations of the other under the Lease as modified by this Agreement.

5. **Brokerage.** Landlord shall pay an agreed commission to Colliers International by way of a separate agreement. Landlord represents to Tenant that no other broker has any right to lease space at the Property and Landlord agrees to indemnify and hold Tenant harmless from and against the claims, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by Tenant as a result of any party asserting a right to a fee or commission claiming to have acted by, under, through or on behalf of the Landlord. Tenant agrees to indemnify and hold Landlord harmless from and against the claims, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by Landlord as a result of any party other than Colliers International claiming a fee or commission by, under or through Tenant on account of this Agreement and/or the extension of the Term of the Lease provided for in this Agreement.

6. **Later Provision Controls.** In case of any inconsistency between the provisions of the Lease and this Agreement, the provisions of this Agreement shall govern and control. Without limiting the meaning or application of the foregoing sentence in any manner, the provisions of Paragraph 6 of this Agreement supersede and replace Article 29 with respect to this Agreement.

7. **Capitalized Terms.** Capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Lease.

8. **Entire Agreement**. This Agreement sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

9. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures to this Agreement transmitted by telecopy or otherwise electronically shall be valid and effective to bind the party so signing. Each party agrees promptly to deliver an execution original to this Agreement with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own telecopied or electronic signature and shall accept the telecopied or electronic signature of the other party to this Agreement.

[The Signature Page(s) Follow.]

Dated as of the date and year first above written.

TENANT:
ARVINAS, INC.

By: /s/ Sean Cassidy
Sean Cassidy
Treasurer and Chief Financial Officer

LANDLORD:
SCIENCE PARK DEVELOPMENT CORPORATION

By: /s/ Clio Nicolakis
Clio Nicolakis
Executive Director and Controller

STATE OF CONNECTICUT)
) ss.: New Haven May 23, 2018
COUNTY OF New Haven)

On this date personally appeared before me, Sean Cassidy, who acknowledged himself to be the duly authorized Treasurer and Chief Financial Officer of Arvinas, Inc., a Delaware corporation, and that the execution hereof was the free act and deed of such corporation and his/her free act and deed as such officer.

IN WITNESS WHEREOF, I hereunto set my hand.

SKYLA ROSE WILSON
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2023

/s/ Skyla Rose Wilson
Commissioner of the Superior Court/Notary Public

STATE OF CONNECTICUT)
) ss.: New Haven May 16, 2018
COUNTY OF NEW HAVEN)

On this date personally appeared before me, Clio Nicolakis, who acknowledged herself to be the duly authorized Executive Director and Controller of Science Park Development Corporation, a Connecticut non stock corporation, and that the execution hereof was the free act and deed of such corporation and her free act and deed as such officer.

IN WITNESS WHEREOF, I hereunto set my hand.

/s/ David Silvertone
Commissioner of the Superior Court/~~Notary Public~~
David Silvertone

Premises of Arvinas, Inc.

5 SCIENCE PARK
NEW HAVEN, CT

0' 5' 15' 35'

VP	VERTICAL PENETRATION		TENANT 1
BCA	BUILDING COMMON AREA		TENANT 2
FCA	FLOOR COMMON AREA		TENANT 3
	AVAILABLE TENANT AREA		TENANT 4

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84 Orange Street
New Haven
Connecticut 06510
203 786-3110

ARCHITECTS

SVIGALS + PARTNERS

DRAWING TITLE: FIRST FLOOR PLAN

SCALE: NTS

DATE: 5/1/18

DRAWING NO: A1

FILE NO:

JOB NAME: 5 SCIENCE PARK

JOB NO:

PAGE NO: -

Yale Confidential

Confidential Materials omitted and filed separately with the
Securities and Exchange Commission. Double asterisks denote omissions.

TABLE OF CONTENTS

THIS AGREEMENT (the "Agreement") by and between YALE UNIVERSITY, a corporation organized and existing under and by virtue of a charter granted by the general assembly of the Colony and State of Connecticut and located in New Haven, Connecticut ("YALE"), and Arvinas, Inc., a corporation organized and existing under the laws of the State of Delaware, and with principal offices located at ("LICENSEE") is effective as of as of the date of final execution below ("EFFECTIVE DATE").

1. BACKGROUND

1.1. In the course of research conducted under YALE auspices, Dr. Craig Crews (and co-workers), in the Department of Molecular, Cell and Developmental Biology at YALE (collectively, the "INVENTORS"), have produced inventions concerning "Technologies for Targeted Degradation of Proteins" as described in OCR [**] and U.S. Patent [**] (the "INVENTIONS").

1.2. INVENTORS have assigned, or are obligated to assign, to YALE all of INVENTORS' right, title and interest in and to the INVENTIONS and any resulting patents.

1.3. YALE wishes to have the INVENTIONS and any resulting patents commercialized to benefit the public good.

1.4. To induce YALE to enter into this Agreement, LICENSEE has agreed under this Agreement to act diligently to develop and commercialize the LICENSED PRODUCTS for public use throughout the LICENSED TERRITORY (as defined below).

1.5. YALE is willing to grant a license to LICENSEE, subject to the terms and conditions of this Agreement.

1.6. In consideration of these statements and mutual promises, YALE and LICENSEE agree to the terms of this Agreement.

2. DEFINITIONS

The following terms used in this Agreement shall be defined as set forth below:

2.1. "AFFILIATE" shall mean any entity or person that directly or indirectly controls, is controlled by or is under common control with LICENSEE. For purposes of this definition, "control" means possession of the power to direct the management of such entity or person, whether through ownership of more than fifty percent (50%) of voting securities, by contract or otherwise.

2.1. "CHANGE OF CONTROL" shall mean:

(a) any transaction or series of related transactions (including, without limitation, any reorganization, share exchange, consolidation or merger of the LICENSEE with or into any other entity but excluding any sale of capital stock by the LICENSEE for capital raising purposes) (i) in which the holders of the LICENSEE'S outstanding capital stock immediately before the first such transaction do not, immediately after any other such transaction, retain stock or other equity interests representing at least fifty percent (50%) of the voting power of the surviving entity of such transaction or (ii) in which at least fifty percent (50%) of the LICENSEE'S outstanding capital stock is transferred (calculated on an as-converted to Common Stock basis);

(b) an initial underwritten public offering of LICENSEE'S equity securities under the Securities Act of 1933, as amended; or

(c) a sale or other disposition of all or substantially all of the assets of the LICENSEE.

2.2. "CONFIDENTIAL INFORMATION" shall mean all information disclosed by one party to the other during the negotiation of or under this Agreement in any manner, whether orally, visually or in tangible form, that relates to LICENSED PATENTS or the Agreement itself, unless such information is subject to an exception described in Article 8.2 or Article 8.4; provided, however, that CONFIDENTIAL INFORMATION that is disclosed in tangible form shall be marked "Confidential" at the time of disclosure and CONFIDENTIAL INFORMATION that is disclosed orally or visually shall be identified as confidential at the time of disclosure and subsequently reduced to writing, marked confidential and delivered to the other party within [**] of such disclosure. CONFIDENTIAL INFORMATION shall include, without limitation, materials, know-how and data, technical or non-technical, trade secrets, inventions, methods and processes, whether or not patentable.

2.3. "CONTINUATION ELECTION" shall mean a written election made by LICENSEE (or its successor or assignee) and delivered to YALE within [**] following a CHANGE OF CONTROL, whereby LICENSEE (or its successor or assignee) elects to continue to receive a license to IMPROVEMENTS under Article 3.5 following such CHANGE OF CONTROL.

2.4. "EARNED ROYALTY" is defined in Article 6.1.

2.5. "EFFECTIVE DATE" is defined in the introductory paragraph of this Agreement.

2.6. "FIELD" shall mean the treatment or prevention of any human disease in which a product mediates degradation of one or more target proteins except for the following: (a) [**]; and (b) up to [**] additional targets selected by [**] under the terms and conditions set forth in that certain Agreement between YALE, [**].

2.7. "FIRST SALE" shall mean the first sale to a third party of any LICENSED PRODUCT in any country.

2.8. “IMPROVEMENT” is defined in Article 3.5.

2.9. “IND” shall mean an investigational new drug application filed with the United States Food and Drug Administration prior to beginning clinical trials in humans in the United States or any comparable application filed with regulatory authorities in or for a country or group of countries other than the United States.

2.10. “INSOLVENT” shall mean that (a) an involuntary proceeding shall have been commenced or an involuntary petition shall have been filed seeking (i) liquidation, reorganization or other relief in respect of LICENSEE or its debts, or of a substantial part of its assets, under any Federal, state or foreign bankruptcy law or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for LICENSEE or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for a period of 90 days; or (b) LICENSEE has voluntarily commenced bankruptcy, reorganization, receivership or insolvency proceedings, or any other proceeding under any Federal, state or other law for the relief of debtors.

2.11. “INVENTIONS” and “INVENTORS” are defined in Article 1.1.

2.12. “INVENTOR AGREEMENT” shall mean a consulting or other agreement directly between LICENSEE and Dr. Craig Crews.

2.13. “LEAD DEVELOPMENT CANDIDATE” shall mean a MEANINGFULLY INVOLVED PRODUCT for which the initiation of pre-IND toxicology studies with GMP material has commenced.

2.14. “LICENSE” is defined in Article 3.1.

2.15. “LICENSED INFORMATION” shall mean all inventions, materials, concepts, processes, information, data, know-how, and the like discovered by the laboratory of Dr. Craig Crews and in the FIELD, and useful for the discovery, development, manufacture, delivery, use or sale of LICENSED PRODUCTS, or for practice of the LICENSED METHODS, whether or not claimed in a patent or patent application, and that is listed in Appendix C.

2.16. “LICENSED METHODS” shall mean any method, procedure, service or process the practice of which, in the absence of a license from YALE, would infringe a VALID CLAIM of a LICENSED PATENT or which uses a LICENSED PRODUCT.

2.17. “LICENSED PATENTS” shall mean YALE’s ownership interest in the United States or foreign patent application(s) and patents(s) listed in Appendix A, together with any continuations, divisionals, and continuations-in-part, to the extent the claims of any such patent or patent application are directed to subject matter specifically described in the patent applications listed on Appendix A; any reissues, re-examinations, or extensions thereof, or substitutes therefor; and any reissues, re-examinations, or extensions thereof, or substitutes therefor; and the relevant international equivalents of the foregoing.

2.18. “LICENSED PRODUCT” shall mean either:

(a) any product (including any apparatus or kit) or component part thereof that the manufacture, use, sale, import, export or practice of which would, in the absence of the LICENSE, infringe a VALID CLAIM of a LICENSED PATENT (each a “VALID CLAIM PRODUCT”); or

(b) any product (including any apparatus or kit) or component part thereof in the FIELD that is not included in (a) above, but was discovered or developed by either YALE or LICENSEE, or in-licensed by LICENSEE, in whole or in part, while Dr. Craig Crews was MEANINGFULLY INVOLVED with LICENSEE or its SUBLICENSEES or AFFILIATES (each a “MEANINGFULLY INVOLVED PRODUCT”).

2.19. “LICENSED TERRITORY” shall mean worldwide.

2.20. “MEANINGFULLY INVOLVED” with respect to LICENSEE, shall mean a situation whereby Dr. Craig Crews [**] For the avoidance of doubt, and without limiting the foregoing, the parties agree that Dr. Craig Crews has been MEANINGFULLY INVOLVED with LICENSEE from the date LICENSEE was formed through the EFFECTIVE DATE. For purposes of this Article 2.20, any such arrangement with SUBLICENSEES and AFFILIATES shall be deemed an arrangement with LICENSEE. “MEANINGFULLY INVOLVED” with respect to YALE, shall mean a situation whereby Dr. Craig Crews is serving as an employee or faculty member (including an emeritus faculty member) at YALE.

2.21. “NDA OR BLA” shall mean either a Biologics License Application or New Drug Application filed with the U.S. Food and Drug Administration to obtain marketing approval for a LICENSED PRODUCT in the United States, or any comparable application filed with regulatory authorities in or for a country or group of countries other than the United States.

2.22. “NET SALES” shall mean:

(a) the gross amount received from the sale or transfer of the LICENSED PRODUCTS, or from services performed using or constituting LICENSED PRODUCTS by LICENSEE, SUBLICENSEES or AFFILIATES to third parties, except as set forth in Article 2.22(b), less the following deductions, provided they actually pertain to the disposition of the LICENSED PRODUCTS and are separately invoiced:

(i) all discounts, credits and return allowances;

(ii) transportation and insurance; and

(iii) duties, taxes and other governmental charges levied on the sale, transportation, delivery or practice of LICENSED PRODUCTS, but not including income taxes.

No deductions shall be made for any other costs or expenses, including but not limited to commissions to independents, agents or those on LICENSEE's, SUBLICENSEE's or an AFFILIATE's payroll or for the cost of collection.

(b) "NET SALES" shall not include the gross invoice price for LICENSED PRODUCTS sold to, or services performed using LICENSED PRODUCTS for, any AFFILIATE unless such AFFILIATE is an end-user of any LICENSED PRODUCT, in which case such consideration shall be included in NET SALES at the average selling price charged to a third party during the same quarter.

2.23. "PATENT CHALLENGE" shall mean a challenge or opposition to the validity, patentability, enforceability and/or non-infringement of any of the LICENSED PATENTS or otherwise opposing any of the LICENSED PATENTS.

2.24. "PHASE I CLINICAL TRIAL" shall mean a human clinical trial constituting the initial introduction of an investigational new drug into humans, as defined in 21 C.F.R §312.21(a) and as practiced according to the standards of the pharmaceutical industry.

2.25. "PHASE II CLINICAL TRIAL" shall mean a human clinical trial conducted to evaluate the effectiveness of a drug for a particular indication in patients with a disease and to determine the common short-term side effects and risks associated with the drug as defined in 21 C.F.R §312.21(b) and as practiced according to the standards of the pharmaceutical industry.

2.26. "PHASE III CLINICAL TRIAL" shall mean expanded controlled and uncontrolled human clinical trials performed after PHASE II CLINICAL TRIAL(S) evidence suggesting effectiveness of an investigational new drug, as defined by 21 C.F.R §312.21(c), and as practiced according to the standards of the pharmaceutical industry for a Phase III clinical trial and prior to the filing of an NDA or comparable request for marketing approval.

2.27. "REASONABLE COMMERCIAL EFFORTS" shall mean documented efforts that are consistent with those utilized by companies of similar size and type that have successfully developed products and services similar to LICENSED PRODUCTS and LICENSED METHODS. In determining REASONABLE COMMERCIAL EFFORTS with respect to a particular LICENSED PRODUCT or LICENSED METHOD, LICENSEE may not reduce such efforts due to the competitive, regulatory or other impact of any other product or method that it owns licenses or is developing or commercializing.

2.28. "SUBLICENSE INCOME" shall mean consideration in any form received by LICENSEE or an AFFILIATE in connection with a grant by LICENSEE or an AFFILIATE to any SUBLICENSEE of a sublicense, license, option to sublicense or license or other right, privilege or immunity to make, have made, use, sell, have sold, distribute, practice, import or export LICENSED PRODUCTS, including any license signing fee, license maintenance fee, any fee or other payment pursuant to an option to sublicense or license, unearned portion of any minimum royalty payment received by

LICENSEE, distribution or joint marketing fee, research and development funding in excess of LICENSEE's cost of performing such research and development, any consideration received for an equity interest in or other equity investment in LICENSEE to the extent such consideration exceeds the fair market value of the equity or other equity investment interest as determined by an independent appraiser mutually agreeable to the parties. SUBLICENSE INCOME shall also include the amount of any extension of credit or loan to LICENSEE by such SUBLICENSEE or its affiliate to the extent that such loan is forgiven by such SUBLICENSEE or its affiliate. Notwithstanding any other provision set forth herein, SUBLICENSE INCOME shall expressly exclude all consideration (a) included within EARNED ROYALTIES or NET SALES by any SUBLICENSEE or (b) paid to LICENSEE, its successors and permitted assigns or their stockholders to acquire any outstanding securities or any assets of LICENSEE, its successors or permitted assigns (whether through merger, consolidation, assignment or otherwise).

2.29. "SUBLICENSEE" shall mean any third party sublicensed by LICENSEE to make, have made, use, develop, sell, have sold, import, export or practice any LICENSED PRODUCT, LICENSED METHOD or LICENSED INFORMATION.

2.30. "TERM" is defined in Article 3.4.

2.29. "VALID CLAIM" shall mean a pending, or issued and unexpired claim of a LICENSED PATENT so long as such claim shall not have been irrevocably abandoned or declared to be invalid in an non-appealable decision of a court or other authority or competent jurisdiction through no fault or cause of LICENSEE.

3. LICENSE GRANT AND TERM

3.1. Subject to all the terms and conditions of this Agreement, YALE hereby grants to LICENSEE an exclusive license, subject to the reservation of rights by YALE under Article 3.3, under the LICENSED PATENTS to make, have made, use, develop, sell, have sold, import and export LICENSED PRODUCTS, to use, perform and practice any LICENSED METHOD and use the LICENSED INFORMATION within the FIELD in the LICENSED TERRITORY (the "LICENSE").

3.2. To the extent that any invention included within the LICENSED PATENTS has been funded in whole or in part by the United States government, the United States government retains certain rights in such invention as set forth in 35 U.S.C. §200-212 and all regulations promulgated thereunder, as amended, and any successor statutes and regulations (the "Federal Patent Policy"). As a condition of the license granted hereby, LICENSEE acknowledges and shall comply with all aspects of the Federal Patent Policy that are applicable to the LICENSED PATENTS, including any obligation that LICENSED PRODUCTS used or sold in the United States be manufactured substantially in the United States. Nothing contained in this Agreement obligates or shall obligate YALE to take any action that would conflict in any respect with its past, current or future obligations to the United States Government under the Federal Patent Policy with respect to the LICENSED PATENTS.

3.3. The LICENSE is expressly made subject to YALE's reservation of the right, on behalf of itself and all other non-profit academic research institutions, to make, use and practice the LICENSED PATENTS, LICENSED METHODS, and LICENSED INFORMATION for research, clinical, teaching or other non-commercial purposes, and not for purposes of commercial development, use, manufacture or distribution.

3.4. Unless terminated earlier as provided in Article 13, the term of this Agreement (the "TERM") shall commence on the EFFECTIVE DATE and shall automatically expire: (a) on a country-by-country basis, for VALID CLAIM PRODUCTS, on the date on which the last of the VALID CLAIMS of the applicable patents in the LICENSED PATENTS in such country expires, lapses or is declared to be invalid by a non-appealable decision of a court or other authority of competent jurisdiction through no fault or cause of LICENSEE; or (b) for MEANINGFULLY INVOLVED PRODUCTS that are not VALID CLAIM PRODUCTS, ten (10) years after FIRST SALE of such LICENSED PRODUCTS.

3.5. While Dr. Craig Crews is MEANINGFULLY INVOLVED with both LICENSEE and YALE, YALE shall notify LICENSEE of any invention, whether patentable or not, invented in the laboratory of Dr. Craig Crews, that is in the FIELD, disclosed to YALE's Office of Cooperative Research, that LICENSEE does not then have rights to under the LICENSE, that is owned or controlled by YALE, and that would otherwise be dominated by, incorporates or uses the LICENSED PATENTS as listed in Appendix A on the EFFECTIVE DATE (an "IMPROVEMENT"). YALE shall amend this Agreement to include such IMPROVEMENT as LICENSED INFORMATION or a LICENSED PATENT, as appropriate, subject to the rights of any non-profit sponsor of the research leading to such IMPROVEMENT (which sponsor, except for the United States federal government, shall not have the right to license, sublicense, assign or otherwise grant such rights to any person or entity, other than for non-profit purposes, and not for purposes of commercial development, use, manufacture or distribution); provided that LICENSEE acknowledges and agrees that to the extent that any IMPROVEMENT is jointly owned by YALE and another institution, the license to LICENSEE with respect to such IMPROVEMENT shall grant only YALE'S interest in such IMPROVEMENT. Following a CHANGE OF CONTROL, unless LICENSEE (or its successor or assignee) makes a CONTINUATION ELECTION within [**] following such CHANGE OF CONTROL, LICENSEE'S (or its successor's or assignee's) rights under this Article 3.5 shall terminate upon the expiration of such [**] period; provided that if LICENSEE (or its successor or assignee) makes a CONTINUATION ELECTION within such [**] period, then LICENSEE'S (or its successor's or assignee's) rights under this Article 3.5 shall continue in full force and effect. The lab of Dr. Craig Crews at YALE shall not conduct any sponsored research, collaboration or other similar arrangement in the FIELD (a) with any for-profit company while Dr. Craig Crews is MEANINGFULLY INVOLVED with LICENSEE, other than with [**] under the terms of the [**] or (b) with any person or entity unless YALE retains the right to grant LICENSEE the rights set forth in this Article 3.5.

3.6. Except as expressly provided in this Agreement, nothing in this Agreement shall be construed to grant, by implication or estoppel, any licenses under patents of YALE other than the LICENSED PATENTS. Except as expressly provided in this Agreement, under no circumstances will LICENSEE, as a result of this Agreement, obtain any interest in or any other right to any technology, know-how, patents, patent applications, materials or other intellectual or proprietary property of YALE.

4. DUE DILIGENCE

4.1. LICENSEE has designed a plan for developing and commercializing the LICENSED PATENTS that includes a description of research and development, testing, government approval, manufacturing, marketing and sale or lease of LICENSED PRODUCTS ("PLAN"). A copy of the PLAN is attached to this Agreement as Appendix B and incorporated herein by reference.

4.2. LICENSEE shall use REASONABLE COMMERCIAL EFFORTS, within sixty (60) days after the EFFECTIVE DATE of this Agreement, to begin to implement the PLAN at its sole expense and thereafter to fully implement the PLAN and to diligently commercialize and develop markets for the LICENSED PRODUCTS.

4.3. Within [**] after each anniversary of the EFFECTIVE DATE, LICENSEE shall provide YALE with an updated and revised copy of the PLAN, which shall indicate LICENSEE's progress and problems to date in development and commercialization of LICENSED PRODUCTS and a forecast and schedule of major events required to market the LICENSED PRODUCTS. Such updated PLAN shall clearly indicate which of LICENSEE's products or services are LICENSED PRODUCTS, which VALID CLAIMS, if any, claim such LICENSED PRODUCT, and which of LICENSEE's products or services are VALID CLAIM PRODUCTS.

4.4. At least [**] following any assignment by LICENSEE pursuant to Article 18.6, the assignee shall provide YALE with an updated and revised copy of the PLAN.

4.5. LICENSEE shall immediately send YALE a notice of abandonment if at any time LICENSEE abandons or suspends its research, development or marketing of all LICENSED PRODUCTS, or its intent to research, develop and market all LICENSED PRODUCTS.

4.6. LICENSEE agrees that YALE shall be entitled to terminate this Agreement upon the occurrence of any of the following:

(a) LICENSEE shall fail to provide the written reports as provided in Article 4.3 which is not cured within [**] after LICENSEE'S receipt of written notice thereof from YALE;

(b) LICENSEE gives notice pursuant to Article 4.5; or

(c) LICENSEE or its SUBLICENSEES or AFFILIATES has failed to:

(i) Receive a minimum of [**] Dollars ($[**]) in financing within [**] of the EFFECTIVE DATE; or

(ii) Receive a minimum of [**] Dollars ($[**]) in financing within [**] of the EFFECTIVE DATE; or

(iii) incur documented direct expenditures of a minimum of [**] Dollars ($[**]) annually towards the discovery, development, manufacture, or sale of LICENSED PRODUCTS in any given year following the EFFECTIVE DATE; or

(iv) [**]; provided however that such deadline may be extended up to [**]; or

(v) [**], LICENSEE, its SUBLICENSEES or AFFILIATES has failed to demonstrate ongoing clinical development of LICENSED PRODUCTS, which shall be evidenced by conducting at least one of the following activities in any given [**] period starting from the date of [**]:

a. [**];

b. [**];

c. [**];

d. [**];

e. [**];

f. [**]; or

g. [**].

5. LICENSE ISSUE ROYALTY; LICENSE MAINTENANCE ROYALTY; MILESTONE ROYALTIES

5.1. LICENSEE shall pay to YALE within [**] after the EFFECTIVE DATE a non-refundable license issue royalty of [**] Dollars ($[**]), which is the estimated amount of unreimbursed patent expenses related to the LICENSED PATENTS incurred prior to the EFFECTIVE DATE.

5.2. During the TERM of this Agreement, LICENSEE agrees to pay to YALE an annual license maintenance royalty (“LMR”) commencing on the first anniversary of the EFFECTIVE DATE and every anniversary thereafter until the FIRST SALE according to the following schedule:

Anniversaries of the EFFECTIVE DATE	**LMR**
Anniversary 1	[**]
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]

All LMR payments made by LICENSEE shall be creditable towards EARNED ROYALTY payment obligations accrued in the same calendar year.

5.3. LICENSEE shall pay the following milestone royalties to YALE for the first LICENSED PRODUCT developed by LICENSEE, SUBLICENSEE, or AFFILIATES:

(a) a non-refundable milestone royalty of [**] Dollars ($[**]) upon [**].

(b) a non-refundable milestone royalty of [**] Dollars ($[**]) upon [**].

(c) a non-refundable milestone royalty of [**] Dollars ($[**]) upon [**].

(d) a non-refundable milestone royalty of [**] Dollars ($[**]) upon [**].

(e) a non-refundable milestone royalty of [**] Dollars ($[**]) upon [**].

(f) a non-refundable milestone royalty of [**] Dollars ($[**]) upon [**].

For the second LICENSED PRODUCT developed by LICENSEE, SUBLICENSEE, or AFFILIATES that achieves the above milestones, the above milestone royalties shall be reduced by [**] percent ([**]%). No payments shall be due or payable for any LICENSED PRODUCTS other than the first and second LICENSED PRODUCTS developed by LICENSEE, SUBLICENSEE, or AFFILIATES.

Neither the license issue royalty set forth in Article 5.1 nor the milestone royalties in Article 5.3 shall be credited against EARNED ROYALTIES payable under Article 6.1.

6. EARNED ROYALTIES; MINIMUM ROYALTY PAYMENTS

6.1. During the TERM of this Agreement, as partial consideration for the LICENSE, LICENSEE shall pay to YALE an earned royalty ("EARNED ROYALTY"), without duplication, equal to (a) [**] percent ([**]%) of worldwide NET SALES of VALID CLAIM PRODUCTS received by LICENSEE or its SUBLICENSEES or AFFILIATES and (b) [**] percent ([**]%) of worldwide NET SALES of MEANINGFULLY INVOLVED PRODUCTS received by LICENSEE or its SUBLICENSEES or AFFILIATES; provided that, upon a CHANGE OF CONTROL, such [**] percent ([**]%) royalty shall only apply to NET SALES of MEANINGFULLY INVOLVED PRODUCTS that are LEAD DEVELOPMENT CANDIDATES as of the time of such CHANGE OF CONTROL (which LICENSEE and YALE shall mutually agree upon in writing at such time), and not on any NET SALES of MEANINGFULLY INVOLVED PRODUCTS that are not LEAD DEVELOPMENT CANDIDATES as of the time of such

CHANGE OF CONTROL. If LICENSEE (or its successor or assignee) provides a CONTINUATION ELECTION to YALE within such [**] period, then such [**] percent ([**]%) royalty shall apply to NET SALES of all MEANINGFULLY INVOLVED PRODUCTS.

6.2. In the event that LICENSEE is legally required to pay royalties or other amounts to an unaffiliated third party for a license to a third party issued patent that the LICENSED PRODUCTS would otherwise infringe, then the amounts owed to YALE on NET SALES of the same LICENSED PRODUCT shall be reduced by [**] percent ([**]%) of the amounts due to such third party in the same calendar year; provided that in no event shall the royalty payable to YALE from LICENSEE on any LICENSED PRODUCT be reduced below [**]% of NET SALES received by LICENSEE or its SUBLICENSEES or AFFILIATES.

6.3. In the event that (i) LICENSEE or any of its AFFILIATES or SUBLICENSEES brings a PATENT CHALLENGE anywhere in the world, or (ii) LICENSEE or any of its AFFILIATES or SUBLICENSEES assists another party in bringing a PATENT CHALLENGE anywhere in the world (except as required under a court order or subpoena), then the following provisions shall apply:

(a) All payments due to YALE under this Agreement other than patent costs shall be [**] during the pendency of such PATENT CHALLENGE and shall remain payable to YALE when due; provided that, notwithstanding the foregoing, if a FIRST SALE has been made in the country in which such PATENT CHALLENGE has been brought, then only EARNED ROYALTIES due in such country shall be [**] during the pendency of such PATENT CHALLENGE.

(b) If such PATENT CHALLENGE is inconclusive or results in a determination that at least one challenged claim is both valid and infringed,

(1) all payments due to YALE under this Agreement other than patent costs shall be [**] for the remainder of the TERM of the Agreement; provided that, notwithstanding the foregoing, once a FIRST SALE has been made in the country in which such PATENT CHALLENGE has been brought, then only EARNED ROYALTIES due in such country shall be [**].

(2) LICENSEE shall promptly reimburse YALE for all legal fees and expenses incurred in YALE’s defense against such PATENT CHALLENGE.

(c) In the event that such PATENT CHALLENGE is successful, LICENSEE will have no right to recoup any payments made prior to the final, non-appealable determination of a court of competent jurisdiction.

6.4. Neither LICENSEE nor any of its AFFILIATES or SUBLICENSEES shall bring a PATENT CHALLENGE without first providing YALE at least [**] prior written notice setting forth (a) precisely which claims and patents are being challenged or claimed not to be infringed, (b) a clear statement of the factual and legal basis for the challenge, and (c) an identification of all prior art and other matter believed to invalidate any claim of the LICENSED PATENT or which supports the claim that the LICENSED PATENT is not infringed.

6.5. LICENSEE shall pay all EARNED ROYALTIES accruing to YALE within [**] from the end of each calendar quarter (March 31, June 30, September 30 and December 31), beginning in the first calendar quarter in which NET SALES occur. LICENSEE shall report all EARNED ROYALTIES and other payments accruing to YALE on a quarterly basis, but shall defer payments accruing to YALE that do not, in total, exceed [**] Dollars ($[**]) in any given quarter until the earlier of (1) the end of the calendar year, or (2) the quarter upon which the cumulative accrued EARNED ROYALTIES or other payments exceed [**] Dollars ($[**]).

6.6. During the term of this Agreement, LICENSEE agrees to pay YALE annual Minimum Royalty Payments ("MRP"), commencing on the first January 1 to occur after the date of the FIRST SALE that results in NET SALES. The MRP shall be payable to YALE in the amounts indicated in the following schedule:

Years after FIRST SALE	**MRP**
[**]	$200,000
[**]	[**]
[**]	[**]
[**]	$500,000

6.7 LICENSEE shall continue to pay the MRP until the end of the TERM. With respect to each calendar year in which a MRP is payable hereunder, LICENSEE shall pay YALE, within [**] from the end of each calendar quarter in such calendar year (March 31, June 30, September 30 and December 31), [**] percent ([**]%) of such MRP. YALE shall fully credit each MRP made against any EARNED ROYALTIES payable by LICENSEE in the same calendar year.

6.8 All EARNED ROYALTIES and other payments due under this Agreement shall be paid to YALE in United States Dollars. In the event that conversion from foreign currency is required in calculating a payment under this Agreement, the exchange rate used shall be the Interbank rate quoted by Citibank at the time the payment is due. If overdue, the royalties and any other payments due under this Agreement shall bear interest until payment at a per annum rate [**] percent ([**]%) above the prime rate in effect at Citibank on the due date and YALE shall be entitled to recover reasonable attorneys' fees and costs related to the collection of royalties or other payments following such failure to pay. The payment of such interest shall not foreclose YALE from exercising any other right it may have as a consequence of the failure of LICENSEE to make any payment when due. If LICENSEE is required by law to withhold any tax from the payment of royalties to YALE, LICENSEE will, at YALE'S request, provide documentation showing that the amount withheld was paid to the appropriate tax authorities.

7. SUBLICENSES

7.1. LICENSEE shall have the unrestricted right to sublicense, through one or more tiers of sublicensees, any of the LICENSED PATENTS, LICENSED METHODS and LICENSED INFORMATION in the LICENSED TERRITORY granted to it under this Agreement without the consent of YALE. In the event that LICENSEE grants such a sublicense, the provisions of Articles 7.2, 7.3 and 7.4 shall apply.

7.2. Any sublicense granted by LICENSEE shall not diminish the protections and benefits provided to YALE hereunder in any material respect. LICENSEE will provide YALE with a copy of each sublicense agreement (and all amendments thereof) promptly after execution, which may be redacted for any sensitive information of SUBLICENSEE, provided that such redacted copy contains sufficient detail for YALE to determine that such sublicense does not materially diminish the protections and benefits afforded to YALE by the LICENSE. LICENSEE shall remain responsible for the performance of all SUBLICENSEES under any such sublicense as if such performance were carried out by LICENSEE itself, including, without limitation, the payment of any royalties or other payments provided for hereunder, regardless of whether the terms of any sublicense provide for such amounts to be paid by the SUBLICENSEE directly to YALE.

7.3. During the period in which LICENSEE is obligated to pay EARNED ROYALTIES to YALE under Article 6.1, LICENSEE shall pay royalties to YALE on NET SALES of SUBLICENSEES based on the same royalty rate as apply to NET SALES by LICENSEE and its AFFILIATES, regardless of the royalty rates payable by SUBLICENSEES to LICENSEE under a sublicense agreement. In addition, during the period in which LICENSEE is obligated to pay EARNED ROYALTIES to YALE under Article 6.1, LICENSEE shall pay to YALE a percentage of any SUBLICENSE INCOME received by LICENSEE in respect of the LICENSEE'S first LICENSED PRODUCT as follows:

Up to an aggregate of $[**] of SUBLICENSE INCOME received by LICENSEE [**]	[**]%
SUBLICENSE INCOME received by LICENSEE [**]	[**]%
SUBLICENSE INCOME received by LICENSEE [**]	[**]%

Notwithstanding the foregoing, for purposes of clarification, the aggregate amount of SUBLICENSEE INCOME received by LICENSEE [**] in respect of which YALE shall be entitled to receive a payment hereunder shall not exceed $[**] (i.e. the maximum amount payable to YALE in respect of SUBLICENSE INCOME received by LICENSEE [**] cannot exceed $[**]).

7.4. LICENSEE agrees that it has sole responsibility to promptly:

(a) provide YALE with a copy of any amendments to sublicenses granted by LICENSEE under this Agreement, as redacted for any sensitive information of the SUBLICENSEES, and to notify YALE of termination of any sublicense; and

(b) summarize and deliver copies of all reports provided to LICENSEE by SUBLICENSEES, as redacted for any sensitive information of the SUBLICENSEES.

8. CONFIDENTIALITY AND PUBLICITY

8.1. Subject to the parties' rights and obligations pursuant to this Agreement, YALE and LICENSEE agree that during the term of this Agreement and for [**] thereafter, each of them:

(a) will keep confidential and will cause their AFFILIATES and, in the case of LICENSEE, its SUBLICENSEES, to keep confidential, CONFIDENTIAL INFORMATION disclosed to it by the other party, by taking whatever action the party receiving the CONFIDENTIAL INFORMATION would take to preserve the confidentiality of its own CONFIDENTIAL INFORMATION, which in no event shall be less than reasonable care; and

(b) will only disclose that part of the other's CONFIDENTIAL INFORMATION to its officers, employees or agents, under requirements of confidentiality, for purposes of carrying out its rights and responsibilities under this Agreement; and

(c) will not use the other party's CONFIDENTIAL INFORMATION other than as expressly permitted or contemplated by this Agreement or disclose the other's CONFIDENTIAL INFORMATION to any third parties (other than to agents under requirements of confidentiality) except as expressly permitted or contemplated by this Agreement without advance written permission from the other party; and

(d) will, within [**] of termination of this Agreement, return all the CONFIDENTIAL INFORMATION disclosed to it by the other party pursuant to this Agreement except for one copy which may be retained by the recipient for monitoring compliance with this Article 8 and any surviving clauses.

8.2. The obligations of confidentiality described above shall not pertain to that part of the CONFIDENTIAL INFORMATION that:

(a) is shown to have been known to or developed by the recipient prior to the disclosure by the disclosing party; or

(b) is at the time of disclosure or has become thereafter publicly known through no fault or omission attributable to the recipient; or

(c) is rightfully given to the recipient from sources independent of the disclosing party; or

(d) is independently developed by the receiving party without use of or reference to the CONFIDENTIAL INFORMATION of the other party; or

(e) is required to be disclosed by law in the opinion of recipient's attorney, but only after the disclosing party is given prompt written notice and an opportunity to seek a protective order.

8.3. The financial terms of this Agreement constitute CONFIDENTIAL INFORMATION of each party.

8.4. Notwithstanding any other provision set forth herein, LICENSEE shall be permitted to disclose YALE'S CONFIDENTIAL INFORMATION and this Agreement to any potential financing source, acquirer, sublicensee or strategic partner as long as such person or entity has executed a confidentiality agreement with LICENSEE that contains confidentiality provisions substantially the same as those contained herein.

9. REPORTS, RECORDS AND INSPECTIONS

9.1. LICENSEE shall, within [**] after the calendar year in which NET SALES first occur, and within [**] after each calendar quarter (March 31, June 30, September 30 and December 31) thereafter, provide YALE with a written report detailing the NET SALES made by LICENSEE, its SUBLICENSEES and AFFILIATES of LICENSED PRODUCTS during the preceding calendar quarter and calculating the payments due pursuant to Article 6. NET SALES of LICENSED PRODUCTS shall be deemed to have occurred when LICENSEE receives such NET SALES for such LICENSED PRODUCTS. Each such report shall be signed by an officer of LICENSEE (or the officer's designee), and must include:

(a) the number or amount, as appropriate, of LICENSED PRODUCTS manufactured, sold or otherwise transferred by LICENSEE, SUBLICENSEES and AFFILIATES;

(b) a calculation of NET SALES for the applicable reporting period in each country, including the gross invoice prices charged for the LICENSED PRODUCTS and any permitted deductions made pursuant to Article 2.22;

(c) a calculation of total royalties or other payment due, including any exchange rates used for conversion; and

(d) names and addresses of all SUBLICENSEES and the type and amount of any SUBLICENSE INCOME received from each SUBLICENSEE; and

(e) identification of any changes in INVENTOR AGREEMENT(S) that went into effect during the previous calendar quarter.

9.2. LICENSEE, AFFILIATES and its SUBLICENSEES shall keep and maintain complete and accurate records and books containing an accurate accounting of all data in sufficient detail to enable verification of EARNED ROYALTIES and other payments under this

Agreement. LICENSEE shall preserve such books and records for [**] after the calendar year to which they pertain. Such books and records shall be open to inspection by YALE or an independent certified public accountant selected by YALE, at YALE's expense, during normal business hours upon [**] prior written notice, for the purpose of verifying the accuracy of the reports and computations rendered by LICENSEE. In the event LICENSEE underpaid the amounts due to YALE with respect to the audited period by more than [**] percent ([**]%), LICENSEE shall pay the reasonable cost of such examination, together with the deficiency not previously paid and interest from the due date of such payment, calculated at the rate set forth in Article 6.8, within [**] of receiving notice thereof from YALE.

9.3. On or before the [**] following the close of LICENSEE's fiscal year, LICENSEE shall provide YALE with LICENSEE's financial statements for the preceding fiscal year including, at a minimum, a balance sheet and an income statement and, if LICENSEE'S financial statements for such year have been audited, LICENSEE shall provide such audited financial statements to YALE.

10. PATENT PROTECTION

10.1. LICENSEE shall be responsible for all past, present and future costs of filing, prosecution and maintenance of all United States patent applications and patents contained in the LICENSED PATENTS. Any and all such United States patent applications, and resulting issued patents contained in the LICENSED PATENTS, shall remain the property of YALE.

10.2. LICENSEE shall be responsible for all past, present and future costs of filing, prosecution and maintenance of all foreign patent applications and patents contained in the LICENSED PATENTS in the countries outside the United States in the LICENSED TERRITORY selected by YALE and agreed to in writing by LICENSEE. All such applications or patents contained in the LICENSED PATENTS shall remain the property of YALE. LICENSEE acknowledges that YALE shall not be required to file any such applications in low income countries, as designated by the World Bank (www.worldbank.org).

10.3. If, upon the written request of YALE, LICENSEE fails to pay the expenses of filing, prosecuting or maintaining a patent application or patent in any country within the [**] period after receipt of written notice from YALE, then YALE may terminate LICENSEE'S rights to the LICENSE in such country (and only in such country).

10.4. The costs mentioned in Articles 10.1 and 10.2 shall include, but are not limited to, any past, present and future taxes, annuities, working fees, maintenance fees, renewal and extension charges. Payment of such costs shall be made, at YALE's sole discretion, either directly to patent counsel or by reimbursement to YALE. In either case, LICENSEE shall make payment directly to the appropriate party within [**] of receiving its invoice.

10.5. All patent applications under the LICENSED PATENTS shall be prepared, prosecuted, filed and maintained by independent patent counsel chosen by YALE and reasonably acceptable to LICENSEE. Said independent patent counsel shall be ultimately responsible to YALE. YALE shall instruct patent counsel to keep both YALE and LICENSEE fully informed of the progress of all patent applications and patents, and to give both YALE and LICENSEE reasonable opportunity to comment on the type and scope of useful claims and the nature of supporting disclosures. YALE will not finally abandon any patent application for which LICENSEE is bearing expenses without LICENSEE's prior written consent. YALE shall have no liability to LICENSEE for damages, whether direct, indirect or incidental, consequential or otherwise, allegedly arising from its good faith decisions, actions and omissions in connection with such prosecution.

10.6. LICENSEE shall mark, and shall require AFFILIATES and SUBLICENSEES to mark, all VALID CLAIM PRODUCTS, that are tangible products, with the numbers of all patents included in LICENSED PATENTS that cover the VALID CLAIM PRODUCTS. Without limiting the foregoing, all VALID CLAIM PRODUCTS shall be marked in such a manner as to conform with the patent marking notices required by the law of any country where such VALID CLAIM PRODUCTS are made, sold, used or shipped, including, but not limited to, the applicable patent laws of that country.

11. INFRINGEMENT AND LITIGATION

11.1. Each party shall promptly notify the other in writing in the event that it obtains knowledge of infringing activity by third parties, or is sued or threatened with an infringement suit, in any country in the LICENSED TERRITORY as a result of activities that concern the LICENSED PATENTS, and shall supply the other party with documentation of the infringing activities that it possesses.

11.2. During the TERM of this Agreement:

(a) LICENSEE shall have the first right and obligation to defend the LICENSED PATENTS against infringement or challenges in the FIELD and in the LICENSED TERRITORY by third parties. This right and obligation includes bringing any legal action for infringement and defending any counter claim of invalidity or action of a third party for declaratory judgment for non-infringement or non-challenge. If, in the reasonable opinion of both LICENSEE's and YALE's respective counsel, YALE is required to be a named party to any such suit for standing purposes, LICENSEE may join YALE as a party; provided, however, that (i) YALE shall not be the first named party in any such action, (ii) the pleadings and any public statements about the action shall state that the action is being pursued by LICENSEE and that LICENSEE has joined YALE as a party; and (iii) LICENSEE shall keep YALE reasonably apprised of all developments in any such action. LICENSEE may settle such suits solely in its own name and solely at its own expense and through counsel of its own selection; provided, however, that no settlement shall be entered without YALE's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Without limiting the foregoing, YALE may withhold its consent to any settlement that would in any manner constitute or incorporate an admission of liability by

YALE or require YALE to take or refrain from taking any action. LICENSEE shall bear the expense of such legal actions. Except for providing reasonable assistance, at the request and expense of LICENSEE, YALE shall have no obligation regarding the legal actions described in Article 11.2 unless required to participate by law. However, YALE shall have the right to participate in any such action through its own counsel and at its own expense. Any recovery shall first be applied to LICENSEE's out of pocket expenses and second shall be applied to YALE's out of pocket expenses, including legal fees. With respect to any excess recovery received by LICENSEE after the payment of such out-of-pocket expenses that constitute damages for lost sales of LICENSED PRODUCTS such recovery shall be treated as NET SALES for which YALE shall be paid EARNED ROYALTIES. LICENSEE shall pay YALE any amount equal to [**] percent ([**]%) of any excess recovery received by LICENSEE after the payment of such out-of-pocket expenses that does not constitute damages for lost sales of LICENSED PRODUCTS (such as treble or punitive damages).

(b) In the event LICENSEE fails to initiate and pursue or participate in the actions described in Article 11.2(a) in a particular country within [**] of (a) notification of infringement from YALE or (b) the date LICENSEE otherwise first becomes aware of an infringement, whichever is earlier, YALE may, in its sole discretion, convert the LICENSE granted in Article 3 solely with respect to such particular country to a nonexclusive license, and issue licenses to third parties under the LICENSED PATENTS to make, have made, use, sell, have sold, import, export, or practice LICENSED PRODUCTS within the FIELD in such particular country. Additionally, YALE shall have the right to initiate such legal action at its own expense and YALE may use the name of LICENSEE as party plaintiff to uphold the LICENSED PATENTS. In such case, LICENSEE shall provide reasonable assistance to YALE if requested to do so. YALE may settle such actions solely through its own counsel. Any recovery shall be retained by YALE.

(c) In the event LICENSEE is permanently enjoined from exercising its LICENSE under this Agreement pursuant to an infringement action brought by a third party, or if both LICENSEE and YALE elect not to undertake the defense or settlement of a suit alleging infringement for a period of [**] from notice of such suit, then either party shall have the right to remove the applicable LICENSED PATENT in the country where the suit was filed from the scope of this Agreement following [**] written notice to the other party in accordance with the terms of Article 15.

(d) Notwithstanding the foregoing, neither LICENSEE nor YALE shall take any action to enforce the LICENSED PATENTS in low income countries (as designated by the World Bank (www.worldbank.org)) where such action is intended to prevent the sale of LICENSED PRODUCTS in any such countries. However, LICENSEE and/or YALE may take such action in any such country, provided that such action is intended to prevent the manufacturing of LICENSED PRODUCTS for export to countries that are not low-income countries.

12. USE OF YALE'S NAME

12.1. LICENSEE shall not use the name "Yale" or "Yale University," nor any variation or adaptation thereof, nor any trademark, tradename or other designation owned by YALE, nor the names of any of its trustees, officers, faculty, students, employees or agents, for any purpose without the prior written consent of YALE in each instance, such consent to be granted or withheld by YALE in its sole discretion, except that LICENSEE may state that it has licensed from YALE one or more of the patents and/or applications comprising the LICENSED PATENTS.

13. TERMINATION

13.1. YALE shall have the right to terminate this Agreement upon written notice to LICENSEE as provided in Section 4.6, or in the event LICENSEE:

(a) fails to make any payment whatsoever due and payable pursuant to this Agreement unless LICENSEE shall make all such payments within the [**] period after receipt of written notice from YALE;

(b) breaches its obligations in Articles 5, 6.1, 6.3(a) or (b), 6.5, 6.6, 6.7, 6.8, 7.2, 7.3, 7.4, 8.1, 9, or 12 and such breach is not cured within the [**] period after receipt of written notice of such breach from YALE; or

(c) fails to obtain or maintain adequate insurance as described in Article 14.2 within the [**] period after receipt of written notice from YALE.

13.2. This Agreement shall terminate automatically without any notice to LICENSEE in the event LICENSEE becomes INSOLVENT.

13.3. LICENSEE shall have the right to terminate this Agreement upon written notice to YALE:

(a) at any time on six (6) months' notice to YALE, provided that payment of all amounts due YALE through the effective date of termination has been made; or

(b) in the event that YALE breaches any of its obligations in Article 3.1, 3.5 or 7.1 and such breach is not cured within the [**] period after receipt of written notice of such breach from LICENSEE.

13.4. Upon termination of this Agreement, for any reason, all rights and licenses granted to LICENSEE under the terms of this Agreement are terminated. Upon such termination, LICENSEE shall cease to make, have made, use, sell, have sold, distribute, practice, import or export VALID CLAIM PRODUCTS. Within [**] of the effective date of termination LICENSEE shall return to YALE:

(a) All materials relating to or containing the LICENSED PATENTS or CONFIDENTIAL INFORMATION disclosed by YALE;

(b) the last report required under Article 4 or Article 9; and

(c) all payments incurred up to the effective date of termination.

13.5. Termination of this Agreement shall not affect the rights or obligations accrued prior to the effective date of such termination and specifically LICENSEE's obligation to pay all royalties and other payments specified by Article 5 and Article 6 that have accrued prior to the effective date of such termination. In the event that LICENSEE terminates this Agreement, then LICENSEE shall remain obligated to pay a [**] percent ([**]%) royalty on all NET SALES of MEANINGFULLY INVOLVED PRODUCTS. Provided, however, that in the event that LICENSEE terminates this Agreement after a CHANGE OF CONTROL, then LICENSEE shall remain obligated to pay a [**] percent ([**]%) royalty on all NET SALES of MEANINGFULLY INVOLVED PRODUCTS that are LEAD DEVELOPMENT CANDIDATES as of the time of such CHANGE OF CONTROL (which LICENSEE and YALE shall mutually agree upon in writing at such time), and not on any NET SALES of MEANINGFULLY INVOLVED PRODUCTS that are not LEAD DEVELOPMENT CANDIDATES as of the time of such CHANGE OF CONTROL, until the end of the ten (10) year period after the FIRST SALE of LICENSED PRODUCTS. Notwithstanding the foregoing, if LICENSEE (or its successor or assignee) provides a CONTINUATION ELECTION to YALE within [**] after such CHANGE OF CONTROL, then such [**] percent ([**]%) royalty shall apply to NET SALES of all MEANINGFULLY INVOLVED PRODUCTS. Termination of this Agreement shall not terminate or otherwise affect any sublicense previously provided or granted by LICENSEE, provided that YALE'S obligations and responsibilities under such sublicenses would not be materially different than its obligations and responsibilities under this Agreement, and further provided that YALE is entitled to receive the payments otherwise payable to LICENSEE under such sublicenses. The following provisions shall survive any termination: Article 2, Article 8, Article 9.2, Article 12, Article 13.4, this Article 13.5, Article 13.6, Article 13.8, Article 14.1, Article 14.4, Article 15, Article 17.1, and Article 18. The parties agree that claims giving rise to indemnification may arise after the TERM or termination of the LICENSE granted herein.

13.6. The rights provided in this Article 13 shall be in addition and without prejudice to any other rights, whether at law or in equity, which the parties may have with respect to any default or breach of the provisions of this Agreement.

13.7. Waiver by either party of one or more defaults or breaches shall not deprive such party of its right with respect to any subsequent default or breach.

13.8. Upon termination of this Agreement for any reason other than breach by YALE, LICENSEE shall permit YALE and its future licensees to utilize, reference and otherwise have the benefit of all regulatory approvals of, or clinical trials or other studies conducted on, and all filings made with regulatory agencies with respect to, the VALID CLAIM PRODUCTS solely covered by the LICENSED PATENTS. In addition, at YALE's request, LICENSEE shall deliver to YALE within [**] of such request all records required by regulatory authorities to be maintained with respect to the sale, storage, handling, shipping and use of the VALID CLAIM PRODUCTS solely covered by the

LICENSED PATENTS, all reimbursement approval files, all documents, data and information related to clinical trials and other studies of VALID CLAIM PRODUCTS solely covered by the LICENSED PATENTS, any other data, techniques, know-how and other information developed or generated that relate to the LICENSED PATENTS and all copies and facsimiles of such materials, documents, information and files. YALE agrees that, subject to the provisions of Article 8, LICENSEE may retain one copy thereof to the extent LICENSEE is required by law to maintain such copy.

14. INDEMNIFICATION; INSURANCE; WARRANTIES

14.1. LICENSEE shall indemnify, defend by counsel reasonably acceptable to YALE, and hold harmless YALE and its trustees, officers, employees, and agents, from and against any liability, cost, expense, damage, deficiency, loss, or obligation, of any kind or nature arising out of a third party claim (including, without limitation, reasonable attorneys' fees and other costs and expenses of defense) (collectively, "CLAIMS"), based upon, arising out of or otherwise relating to this LICENSE including, without limitation, any cause of action relating to product liability, or any theory of liability (including without limitation tort, warranty, or strict liability) or the death, personal injury, or illness of any person or out of damage to any property related in any way to the rights granted under this Agreement; or resulting from the production, manufacture, sale, use, lease, or other disposition or consumption or advertisement of the LICENSED PRODUCTS by LICENSEE, its AFFILIATES, SUBLICENSEES or any other transferees; or in connection with any statement, representation or warranty of LICENSEE, its AFFILIATES, SUBLICENSEES or any other transferees with respect to the LICENSED PRODUCTS but expressly excluding all CLAIMS to the extent based upon, arising out of or otherwise relating to (a) YALE'S use of the LICENSED PATENTS as permitted under Article 3.3; or (b) YALE'S gross negligence or willful misconduct. LICENSEE shall not settle or compromise the CLAIM without the prior written consent of YALE, such consent not to be unreasonably withheld, conditioned or delayed, if such settlement or compromise does not include a complete release of YALE from all CLAIMS. Without limiting the foregoing, YALE may withhold its consent to any settlement or compromise that would in any manner constitute or incorporate an admission of liability by YALE or require YALE to take or refrain from taking any action. YALE shall not admit liability, settle or compromise any CLAIM without the prior written consent of LICENSEE, such consent not to be unreasonably withheld, conditioned or delayed. YALE will provide prompt written notice to LICENSEE of the commencement of any CLAIM, together with such other information and documents as YALE has in its possession concerning such CLAIM. LICENSEE will be entitled to participate in the defense of such CLAIM and, to the extent that it wishes to, assume control of the defense of such CLAIM with counsel reasonably satisfactory to YALE and, after notice from LICENSEE to YALE of its election to assume the defense of such CLAIM. LICENSEE will not, as long as it diligently conducts such defense, be liable to YALE for any fees of other counsel or any other expenses with respect to the defense of such CLAIM subsequently incurred by YALE in connection with the defense of such CLAIM. YALE shall cooperate with LICENSEE in such defense and make available to LICENSEE, at LICENSEE'S expense, all witnesses, pertinent records, materials and information in YALE'S possession or control relating thereto as is reasonably requested by LICENSEE.

14.2. LICENSEE shall purchase and maintain in effect and shall require its SUBLICENSEES to purchase and maintain in effect a policy of commercial, general liability insurance to protect YALE with respect to events described in Article 14.1. Such insurance shall:

(a) list "YALE, its trustees, directors, officers, employees and agents" as additional insureds under the policy;

(b) provide that such policy is primary and not excess or contributory with regard to other insurance YALE may have;

(c) be endorsed to include product liability coverage in amounts no less than $**[**]** Dollars per incident and $**[**]** Dollars annual aggregate;

(d) be endorsed to include contractual liability coverage for LICENSEE's indemnification under Article 14.1; and

(e) by virtue of the minimum amount of insurance coverage required under Article 14.2(c), not be construed to create a limit of LICENSEE's liability with respect to its indemnification under Article 14.1.

14.3. By signing this Agreement, LICENSEE certifies that the requirements of Article 14.2 will be met on or before the earlier of (a) the date of FIRST SALE of any LICENSED PRODUCT or (b) the date any LICENSED PRODUCT is tested or used on humans, and will continue to be met thereafter. Upon YALE's request, LICENSEE shall furnish a Certificate of Insurance and a copy of the current insurance policy to YALE. LICENSEE shall secure agreement from its insurer to give [**] written notice to YALE prior to any cancellation of or material change to the policy.

(a) YALE MAKES NO, AND EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES THAT ANY CLAIMS OF THE LICENSED PATENTS, ISSUED OR PENDING, ARE VALID, OR THAT THE MANUFACTURE, USE, PRACTICE, SALE OR OTHER DISPOSAL OF THE LICENSED PRODUCTS DOES NOT OR WILL NOT INFRINGE UPON ANY PATENT OR OTHER RIGHTS NOT VESTED IN YALE.

(b) EXCEPT AS SET FORTH IN ARTICLE 14.4, YALE MAKES NO, AND EXPRESSLY DISCLAIMS ALL, REPRESENTATIONS AND WARRANTIES WHATSOEVER WITH RESPECT TO THE LICENSED PATENTS AND LICENSED PRODUCTS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(c) LICENSEE SHALL MAKE NO STATEMENTS, REPRESENTATION OR WARRANTIES WHATSOEVER TO ANY THIRD PARTIES THAT ARE INCONSISTENT WITH THE DISCLAIMERS BY YALE IN ARTICLE 14.3(a) AND (b).

(d) IN NO EVENT SHALL YALE, OR ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES AND AFFILIATES OR LICENSEE OR ITS DIRECTORS, OFFICERS, EMPLOYEES, STOCKHOLDERS AND AFFILIATES BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER SUCH PARTY SHALL BE ADVISED, SHALL HAVE OTHER REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY OF THE FOREGOING; PROVIDED, HOWEVER, THAT NOTHING IN THIS PARAGRAPH IS INTENDED TO IN ANY WAY LIMIT LICENSEE'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

(e) IN NO EVENT SHALL YALE, OR ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES AND AFFILIATES, BE LIABLE FOR MONEY DAMAGES IN EXCESS OF AMOUNTS YALE HAS RECEIVED FROM LICENSEE UNDER THIS LICENSE.

14.4. Each party hereto represents and warrants that: (a) it has full right, power, and authority to enter into this Agreement and to perform its obligations and duties under this Agreement, (b) this Agreement has been duly authorized by such party, (c) this Agreement constitutes a valid and legally binding obligation of such party that is enforceable against such party in accordance with its terms and (d) the execution, delivery, and performance of and compliance with this Agreement will not, with or without the passage of time or giving of notice, (i) conflict with, or result in any violation of or default or loss of any benefit under, any law, rule or regulation or (ii) conflict with, or result in a breach or violation of or default or loss of any benefit under, the terms of any agreement, contract, indenture or other instrument to which the such party is a party or to which any of its property is subject. YALE represents and warrants to LICENSEE that: (i) it owns or co-owns all right, title and interest in and to the LICENSED PATENTS, free and clear of all encumbrances and rights of any other person or entity except for the limited license that YALE provided under the [**]; and (ii) YALE has not granted, and during the term of this Agreement YALE will not grant, any option or license of any nature with respect to any LICENSED PATENTS or LICENSED INFORMATION which could conflict with, or could interfere with, LICENSEE'S ability to exercise the LICENSE.

15. NOTICES

15.1. Any monetary payment, notice or other communication required by this Agreement (a) shall be in writing, (b) may be delivered personally or sent by reputable overnight courier with written verification of receipt or by registered or certified first class United States Mail, postage prepaid, return receipt requested, (c) shall be sent to the following addresses or to such other address as such party shall designate by written notice to the other party, and (d) shall be effective upon receipt:

FOR YALE:
Managing Director
YALE UNIVERSITY
Office of Cooperative Research
433 Temple Street
New Haven, CT 06511

FOR LICENSEE:
Chief Executive Officer

16. INVENTOR AGREEMENTS

16.1. If LICENSEE and Dr. Craig Crews enter into an INVENTOR AGREEMENT, LICENSEE shall so notify YALE in writing within [**]. The LICENSEE acknowledges that: (i) Dr. Craig Crews is a faculty member, other employee, or student of YALE; (ii) Dr. Craig Crews is subject to certain policies of YALE, including policies concerning consulting, conflicts of interest, and intellectual property ("YALE POLICIES"); and (iii) to the extent any provision of the INVENTOR AGREEMENT conflicts with YALE POLICIES, or imposes obligations or responsibilities compliance with which would require Dr. Craig Crews to act in violation of YALE POLICIES, the provisions of the YALE POLICIES shall prevail. YALE acknowledges that it has received a copy of the INVENTOR AGREEMENT between Dr. Craig Crews and LICENSEE effective as of the EFFECTIVE DATE and that nothing set forth in such INVENTOR AGREEMENT conflicts with any of the YALE POLICIES or imposes obligations or responsibilities compliance with which would require Dr. Craig Crews to act in violation of YALE POLICIES. Dr. Craig Crews is a third party beneficiary of this paragraph.

17. LAWS, FORUM AND REGULATIONS

17.1. Any matter arising out of or related to this Agreement shall be governed by and in accordance with the substantive laws of the State of Connecticut, without regard to its conflicts of law principles, except where the federal laws of the United States are applicable and have precedence. Any dispute arising out of or related to this Agreement shall be brought exclusively in a court of competent jurisdiction in the State of Connecticut, and the parties hereby irrevocably submit to the jurisdiction of such courts.

17.2. LICENSEE shall comply, and shall cause its AFFILIATES and SUBLICENSEES to comply, with all foreign and United States federal, state, and local laws, regulations, rules and orders applicable to the testing, production, transportation, packaging, labeling, export, practice, sale and use of the LICENSED PRODUCTS. In particular, LICENSEE shall be responsible for assuring compliance with all United States export laws and regulations applicable to this LICENSE and LICENSEE's activities under this Agreement.

18. MISCELLANEOUS

18.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns.

18.2. This Agreement constitutes the entire agreement of the parties relating to the LICENSED PATENTS, LICENSED METHODS and LICENSED PRODUCTS, and all prior representations, agreements and understandings, written or oral, are merged into it and are superseded by this Agreement.

18.3. The provisions of this Agreement shall be deemed separable. If any part of this Agreement is rendered void, invalid, or unenforceable, such determination shall not affect the validity or enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or unenforceable shall substantially impair the value of the entire Agreement as to either party.

18.4. Paragraph headings are inserted for convenience of reference only and do not form a part of this Agreement.

18.5. Except as expressly set forth herein, no person or entity not a party to this Agreement, including any employee of any party to this Agreement, shall have or acquire any rights by reason of this Agreement. Nothing contained in this Agreement shall be deemed to constitute the parties partners or joint venturers with each other or any third party, and neither party shall be deemed the agent of the other.

18.6. This Agreement may not be amended or modified except by written agreement executed by each of the parties. This Agreement is personal to LICENSEE and shall not be assigned by LICENSEE without the prior written consent of YALE; provided that notwithstanding the foregoing or any other provision set forth herein, LICENSEE may assign this Agreement without the consent of YALE to an AFFILIATE or to a purchaser of all, or substantially all, of the assets or equity securities of LICENSEE (whether through merger, consolidation, assignment or otherwise). YALE shall not sell, assign or otherwise transfer any of its rights to any of the LICENSED PATENTS unless either (a) the purchaser or assignee of such rights has acknowledged and agreed with LICENSEE in writing that such purchaser or assignee will assume and perform all of YALE's obligations under this Agreement and that such sale, assignment and transfer will not adversely affect any of LICENSEE's rights under this Agreement or (b) LICENSEE has provided its prior written consent to such sale, assignment or transfer. Any attempted assignment in contravention of this Article 18.6 shall be null and void.

18.7. Neither LICENSEE nor any assignee will create, assume or permit to exist any lien, pledge, security interest or other encumbrance on this Agreement or the LICENSED PATENTS, unless the creditor or holder of such lien, pledge, security interest or other encumbrance agrees in writing to be bound by all of the terms and conditions of this Agreement in the event that it forecloses on such rights.

18.8. The failure of any party hereto to enforce at any time, or for any period of time, any provision of this Agreement shall not be construed as a waiver of either such provision or of the right of such party thereafter to enforce each and every provision of this Agreement.

18.9. This Agreement may be executed in any number of counterparts and any party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

Signature Page Follows

IN WITNESS to their Agreement, the parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives.

YALE UNIVERSITY

By: /s/ E. Jonathan Soderstrom, Ph.D.
E. Jonathan Soderstrom, Ph.D. Managing Director
Office of Cooperative Research
Date: 5 July 2013

ARVINAS, INC.

By: /s/ T. Shannon
Name: T. Shannon
Title: CEO
Date: July 5, 2013

Appendix A

LICENSED PATENTS AND PATENT APPLICATIONS

[**]

Appendix B

Confidential Materials omitted and filed separately with the Securities and Exchange Commission. A total of nine pages were omitted. [**]

Appendix C

LICENSED INFORMATION

Confidential Materials omitted and filed separately with the Securities and Exchange Commission. A total of five pages were omitted. [**]

AMENDMENT NO.1

THIS AMENDMENT NO.1, effective as of May 2014 (this "AMENDMENT") to a certain AGREEMENT (the "LICENSE AGREEMENT") dated July 5, 2013, by and between ARVINAS, INC., a Delaware corporation having an office at 5 Science Park, 3rd Floor, New Haven, CT 06511 ("Arvinas") and Yale University, a corporation organized and existing under and by virtue of a charter granted by the general assembly of the Colony and the State of Connecticut and located in New Haven, CT ("Yale").

BACKGROUND:

WHEREAS, Arvinas and Yale have entered into the LICENSE AGREEMENT; and

WHEREAS, Arvinas and Yale desire to amend the LICENSE AGREEMENT as set forth more particularly herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Appendix A "Licensed Patents and Patent Applications" of the LICENSE AGREEMENT is hereby amended to add the following:

[**]

2. The definition of "FIELD" in Section 2.6 of the LICENSE AGREEMENT is hereby deleted and replaced with the following:

"FIELD" shall mean the treatment or prevention of any human disease in which a product mediates degradation of one or more target proteins except for the following: (a) [**]; and (b) up to [**] additional targets selected by [**] under the terms and conditions set forth in that certain Agreement between YALE, [**].

Capitalized terms used, but not defined, in this AMENDMENT shall have the respective meanings ascribed to such terms in the LICENSE AGREEMENT. Any reference to "the Agreement" or "this Agreement" in the LICENSE AGREEMENT shall mean the LICENSE AGREEMENT, as amended by this AMENDMENT. Except as expressly provided herein: (a) no terms or provisions of the LICENSE AGREEMENT are modified or changed by this Amendment; and (b) the terms and provisions of the LICENSE AGREEMENT shall continue in full force and effect. This AMENDMENT may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This AMENDMENT may be executed by facsimile or electronic transmission signatures (including .pdf copies).

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT as of the day and year first set forth hereinabove.

ARVINAS, INC.

By: /s/ T. Shannon
Name: T. Shannon
Title: CEO
Date: 8 May 2014

Yale University

By: /s/ Jon Soderstrom
Name: Jon Soderstrom
Title: Managing Director, OCR
Date: 13 May 2014

AMENDMENT NO.2

THIS AMENDMENT NO.2, effective as of the date of final signature below (this "AMENDMENT"), to a certain AGREEMENT (dated July 5, 2013, and as amended on May 8, 2014, the "LICENSE AGREEMENT") by and between ARVINAS, INC., a Delaware corporation having an office at 5 Science Park, 3rd Floor, New Haven, CT 06511 ("Arvinas") and Yale University, a corporation organized and existing under and by virtue of a charter granted by the general assembly of the Colony and the State of Connecticut and located in New Haven, CT ("Yale").

BACKGROUND:

WHEREAS, Arvinas and Yale have entered into the LICENSE AGREEMENT; and

WHEREAS, Arvinas and Yale desire to amend the LICENSE AGREEMENT as set forth more particularly herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Appendix A "Licensed Patents and Patent Applications" of the LICENSE AGREEMENT is hereby amended to add the following:

[**]

Capitalized terms used, but not defined, in this AMENDMENT shall have the respective meanings ascribed to such terms in the LICENSE AGREEMENT. Any reference to "the Agreement" or "this Agreement" in the LICENSE AGREEMENT shall mean the LICENSE AGREEMENT, as amended by this AMENDMENT. Except as expressly provided herein: (a) no terms or provisions of the LICENSE AGREEMENT are modified or changed by this Amendment: and (b) the terms and provisions of the LICENSE AGREEMENT shall continue in full force and effect. This AMENDMENT may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This AMENDMENT may be executed by facsimile or electronic transmission signatures (including .pdf copies).

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT as of the day and year first set forth hereinabove.

ARVINAS, INC.

By: /s/ T. Shannon
Name: T. Shannon
Title: CEO
Date: 23 Oct 2014

Yale University

By: /s/ Jon Soderstrom
E. Jonathan Soderstrom, Ph.D.
Managing Director, Office of Cooperative Research
Date: 21 October 2014

April 1, 2015

E. Jonathan Soderstrom, Ph D.
Managing Director
Yale University
Office of Cooperative Research
433 Temple Street
New Haven, CT 06511

RE: Amendment Number 3 to License Agreement between Yale University ("Yale") and Arvinas, Inc. ("Arvinas") dated as of July 5, 2013, as amended to date ("Yale Agreement")

Dear Jon:

The Parties wish to make the following amendments to the Yale Agreement, as Amendment Number 3 thereto, effective as of the date first set forth above:

A. The Parties hereby acknowledge and agree that any rights in Arising University Intellectual Property that Yale obtains from [**] pursuant to Section [**] of the [**] shall be included in the LICENSED PATENTS, LICENSED METHODS and/or LICENSED INFORMATION of the Yale Agreement, as applicable, whether or not listed in Appendix A or Appendix C of the Yale Agreement, and shall be sublicensed to Arvinas under the LICENSE granted to Arvinas pursuant to the Yale Agreement, provided that Dr. Craig Crews is MEANINGFULLY INVOLVED at the time such rights are obtained by YALE from [**].

B. With respect to Article 2.6 of the Yale Agreement, Yale and Arvinas hereby agree that "FIELD" shall, from and after the date of this letter agreement, be read to include the treatment or prevention of any human ***or animal*** disease in which a product...".

C. With respect to Article 6.3 of the Yale Agreement, Yale and Arvinas hereby agree that "PATENT CHALLENGE" shall, from and after the date of this letter agreement, mean any action or proceeding (including any patent opposition or re-examination proceeding), challenging or denying the validity, patentability, enforceability and/or non-infringement of any LICENSED PATENT, or any claim thereof.

D. Yale and Arvinas hereby agree that Section 11.2(b) of the Yale Agreement shall be of no force or effect during any such period in which a valid sublicense agreement with respect to the LICENSED PATENTS is in effect; provided that Arvinas hereby agrees during any such period to use commercially reasonable efforts, itself or through its SUBLICENSEES, to enforce the LICENSED PATENTS against infringers, and in the event that neither Arvinas nor a relevant SUBLICENSEE intends to take action to terminate an ongoing infringement after written request of Yale to do so, Arvinas and/or its relevant SUBLICENSEE shall discuss in good faith with Yale actions to be taken to address Yale's reasonable concerns.

E. Yale and Arvinas hereby agree that Section 11.2(c) of the Yale Agreement shall be of no force or effect during any such period in which a valid sublicense agreement with respect to the LICENSED PATENTS is in effect.

F. Yale and Arvinas hereby agree that Article 13.8 of the Yale Agreement shall not be deemed to require the transfer or provision to Yale of any information, documentation or filings generated by any SUBLICENSEE, or on behalf of any SUBLICENSEE by any party other than Arvinas, in either case in the course of performance of its sublicense, or of any rights in and to the foregoing.

Yale hereby confirms that Arvinas' actual and potential SUBLICENSEES may be provided with a copy of this letter agreement as confidential information of Arvinas.

All capitalized terms not otherwise defined herein shall have the same meanings as set forth in the Yale Agreement. Except as expressly modified herein, all terms and conditions set forth in the Yale Agreement, as in effect on the date first set forth above, shall remain in full force and effect.

[remainder of page intentionally left blank]

Please acknowledge Yale's agreement with the foregoing by signing in the space indicated below and returning a copy of this letter agreement to me at Arvinas.

Sincerely,

/s/ Manuel Litchman

Manuel Litchman
President and CEO
Arvinas, Inc.

Accepted and Agreed on behalf of
Yale University as of the date first set forth above

E. Jonathan Soderstrom, Ph.D.
Managing Director, Office of Cooperative Research

Please acknowledge Yale's agreement with the foregoing by signing in the space indicated below and returning a copy of this letter agreement to me at Arvinas.

Sincerely,

Manuel Litchman
President and CEO
Arvinas, Inc.

Accepted and Agreed on behalf of
Yale University as of the date first set forth above

/s/ E. Jonathan Soderstrom, Ph.D.
E. Jonathan Soderstrom, Ph.D.
Managing Director, Office of Cooperative Research

Exhibit 10.8

AMENDED AND RESTATED CONSULTING AGREEMENT

This Amended and Restated Consulting Agreement (this "Agreement") is effective as of October 16, 2015 (the "Effective Date"), by and between Arvinas, Inc., a Delaware corporation (the "Company") and Dr. Craig Crews (the "Consultant") and amends and restates, in its entirety, the Consulting Agreement effective as of July 8, 2013 by and between the Company and the Consultant (the "Existing Agreement").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereto hereby agree as follows:

1. **Consulting Services**. Consultant shall render the services set forth on **Exhibit A** (the "Consulting Services") to the Company (or its designee), and the Company agrees to provide Consultant with the consideration set forth on **Exhibit A** for Consultant's performance of the Consulting Services to the Company for the term of this Agreement. The Company acknowledges that: (a) the Consultant is a member of the faculty of Yale University (the "University"); (b) the Consultant may be subject to certain policies of the University, as such policies may be revised from time to time, including, among others, policies concerning consulting, conflicts of interest, and intellectual property; (c) this Agreement is subject to such policies; and (d) any provision of this Agreement that conflicts with such policies is superseded by such policies. If the Consultant should leave the University and accept employment with another not-for-profit institution, the policies and guidelines of that institution shall govern.

2. **Reimbursement of Expenses**. As soon as practicable following submission of statements of expenses incurred accompanied by appropriate supporting documentation, the Company will reimburse Consultant for reasonable and customary out-of-pocket business expenses incurred by Consultant in the ordinary course of performing the Consulting Services and in compliance with the Company's policies covering such expenses. Anticipated expenses in excess of $500 will require the prior written approval of the Company.

3. **Proprietary Information**. This Agreement creates a relationship of confidence and trust between the Company and Consultant with respect to any information: (a) applicable to the business of the Company or (b) applicable to the business of any client or customer of the Company, which may be made known to Consultant by the Company or by any client or customer of the Company, or otherwise learned by Consultant in such context during the term of this Agreement. All such information, whether provided prior to, on or after the Effective Date, has commercial value in the business in which the Company is engaged and is hereinafter called "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of the Company and includes, without limitation, information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information. The term "Proprietary Information"

excludes information that: (i) through no breach of this Agreement is or becomes publicly available, (ii) is or was lawfully obtained from a third party without breach of any agreement or duty between the third party and the Company or (iii) was already known by Consultant at the time of disclosure by the Company as evidenced by documents maintained in the ordinary course of business.

4. **Nondisclosure and Nonuse of Proprietary Information**. All Proprietary Information is the sole property of the Company. At all times, both during the term of this Agreement and after termination of this Agreement, Consultant shall keep in confidence and trust all Proprietary Information and will not (a) disclose any Proprietary Information to any person or entity other than the Company or (b) use any Proprietary Information other than in connection with Consultant's performance of the Consulting Services for the benefit of the Company

5. **Ownership and Return of Materials**. All materials (including, without limitation, documents, drawings, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished or made available to Consultant shall remain the property of the Company. Upon termination of this Agreement, or at any time on the request of the Company before termination, Consultant agrees to promptly (but no later than five (5) days after the earlier of the termination of this Agreement or the Company's request) destroy or deliver to the Company, at the Company's option, all materials furnished or made available to Consultant and all tangible media of expression which are in Consultant's possession and which incorporate any Proprietary Information.

6. **Assignment of Innovations**. As used in this Agreement, the term "Innovations" means all information fixed in any tangible medium of expression (whether or not protectable under copyright laws), know-how, improvements, inventions (whether or not protectable under patent laws), works of authorship, techniques, software, methods, protocols, supporting technical documentation, discoveries, data, ideas (whether or not protectable under trade secret laws), specifications, designs, trade secrets, combinations, formulae, developments, artwork, copyrights, regulatory and other governmental filings, processes, procedures, trademarks, trade names, service marks, domain names, web addresses and web sites, all other subject matter that may be protectable under any patent, copyright, moral right, mask work, trademark, trade secret or other laws and all goodwill associated with any of the foregoing and any registrations and applications therefor. Consultant hereby agrees to promptly disclose and describe to the Company, and Consultant hereby assigns to the Company the Consultant's entire right, title, and interest in and to, each of the Innovations and all associated intellectual property rights that Consultant solely or jointly conceives, reduces to practice, creates, derives, develops or makes that (a) was developed solely with the use of the Company's equipment and facilities or (b) results from Consultant's performance of the Consulting Services (collectively, the "Company Innovations"). Consultant further acknowledges and agrees that all Company Innovations including, without limitation, any computer programs, programming documentation, and other works of authorship, are "works made for hire" for purposes of the Company's rights under copyright laws and Consultant hereby assigns to the Company any and all rights, title and interest Consultant may have or acquire in such Company Innovations. Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights".

7. **Cooperation in Perfecting Rights to Company Innovations**. Consultant hereby agrees to perform, during and after the term of this Agreement, all acts necessary to permit and assist the Company, at the Company's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company Innovations. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (a) in the filing, prosecution, registration, memorialization and assignment of any applicable patent, copyright, mask work or other property right protection, (b) in the enforcement or defense of any applicable patent, copyright, mask work or other property right and (c) in any other legal proceedings. In the event that the Company is unable for any reason to secure Consultant's signature to any document required to file, prosecute, register, memorialize or assign any patent, copyright, mask work or other property right or to enforce any patent, copyright, mask work or other property related to the Company Innovations, Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant's agents and attorneys-in-fact to act for and on Consultant's behalf (i) to execute, file, prosecute, register, memorialize and assign any such patent, copyright, mask work or other property right, (ii) to execute and file any documentation required for such enforcement and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization, assignment, issuance and enforcement of patents, copyrights, mask works and other rights related to the Company Innovations, all with the same legal force and effect as if executed by Consultant. The power of attorney provided under this Section is coupled with an interest and is irrevocable.

8. **Independent Contractor**.

(a) Consultant shall act in the capacity of an independent contractor with respect to the Company, and not as an employee or authorized agent or representative of the Company. Consultant shall not have any authority to enter into contracts or binding commitments in the name or on behalf of the Company.

(b) The Company shall issue Form 1099 records for its payments to Consultant made pursuant to this Agreement. Because Consultant is an independent contractor, Consultant is solely responsible for all taxes, withholdings and other similar statutory obligations including, but not limited to, Workers' Compensation Insurance.

9. **Consultant's Representations**. Consultant agrees, represents and warrants that:

(a) All action necessary for the authorization, execution, delivery and performance of his obligations under this Agreement has been taken and this Agreement constitutes a valid and legally binding obligation of Consultant, enforceable against Consultant in accordance with its terms. The authorization, execution and delivery by Consultant of this Agreement and the performance of Consultant's obligations under this Agreement will not, with or without the passage of time or giving of notice (i) conflict with, or result in any violation of or default or loss of any benefit under, any law, rule or regulation, or any judgment, decree or order of any court or

other governmental agency or instrumentality to which Consultant is a party or to which any of Consultant's property is subject or (ii) conflict with, or result in a breach or violation of or default or loss of any benefit under, the terms of any agreement, contract, indenture or other instrument to which Consultant is a party or to which any of Consultant's property is subject, or constitute a default or loss of any right thereunder or an event that, with the lapse of time or notice or both, might result in a default or loss of any right thereunder. Consultant's performance of Consultant's obligations under this Agreement will not infringe upon or violate any right of any person or entity.

(b) Consultant will not subcontract any of Consultant's obligations under this Agreement without the prior written consent of the Company.

10. **Non-Competition**. Consultant agrees that during the term of this Agreement he shall not manage, operate, control, invest in, consult with, render services for, or act as an employee, officer, director, manager, partner, principal, agent, contractor or advisor of or to, any business, other than the Company and its affiliates, that is developing or commercializing any product for the treatment or prevention of any human disease in which the product mediates degradation of one or more of the target proteins; provided that nothing set forth herein shall prohibit Consultant from: (a) engaging in any such activity in his capacity as a faculty member of Yale University or for any other non-profit or academic institution or (b) being a passive owner of not more than one percent (1%) of the outstanding stock of any class of a corporation which is publicly traded, so long as Consultant has no active participation in the business of such corporation.

11. **Term**. This Agreement will commence as of the Effective Date and continue in effect for a period of three (3) years after the Effective Date. Unless written notice of non-renewal is provided by either party at least sixty (60) days prior to expiration of the then-current term, this Agreement shall be automatically renewed without further action by either party for an additional three (3) year term. Notwithstanding the foregoing, either party hereto may terminate this Agreement, without prejudice to any other rights that it may have, if the other party breaches any of its material obligations, representations or warranties set forth in this Agreement and such breach is not remedied within thirty (30) days after notice thereof is provided to such breaching party.

12. **Miscellaneous Provisions**.

(a) This Agreement shall be interpreted and construed under the laws of the State of Connecticut, without regard to conflict of law principles.

(b) If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then such stricken provision shall be replaced, to extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

(c) This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors and permitted assigns; provided, however, that this Agreement and Consultant's obligations hereunder are not assignable by Consultant without the Company's prior written consent. Any assignment made in violation hereof shall be null and void and of no force or effect.

(d) All notices, consents, waivers or other communications given under this Agreement shall be in writing and given by overnight delivery (by a nationally recognized overnight courier service), personal delivery or by registered or certified mail with postage prepaid and return receipt requested, at the respective addresses of the parties as set forth below their signatures hereto or at the most current address as may be supplied by such party to the other pursuant to this Section. Such notices, if sent by United States mail, shall be deemed to have been given upon three (3) business days after being deposited in the United States mail. Such notices, if sent by overnight delivery, shall be deemed to have been given one day after being sent. Such notices, if delivered in person, shall be deemed to have been given upon receipt by the other party.

(e) This Agreement contains the entire understanding of the parties regarding its subject matter and supersedes all prior understandings or agreements between the parties with regard to its subject matter including, without limitation, the Existing Agreement. The Existing Agreement is hereby amended in its entirety and restated herein. This Agreement can only be modified by a subsequent written agreement executed by both parties hereto.

(f) If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements, in addition to any other relief to which the party may be entitled. Consultant agrees that in the event of breach or threatened breach by the Consultant of any provisions of this Agreement, the Company shall be entitled to equitable relief in the form of an order to specifically perform or an injunction to prevent irreparable injury, without being required to provide security or post bond. Nothing herein shall be construed as prohibiting any party hereto from pursuing, solely or in addition, any other remedies, including monetary damages, for breach or threatened breach of this Agreement.

(g) This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. This Agreement may be executed by facsimile or other electronic signatures.

(h) All waivers must be in writing. Any waiver or failure to enforce any provision, condition or requirement of this Agreement by either party on one occasion will not be deemed a present or future waiver of that, or any other provision, condition or requirement on any other occasion, nor in any way affect the validity of either party to enforce each and every such provision, condition, or requirement thereafter. The express waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

IN WITNESS WHEREOF, this Consulting Agreement is entered into as of the Effective Date.

"COMPANY"	"CONSULTANT"
ARVINAS, INC.	
By: /s/ Manuel Litchman	/s/ Craig Crews
Name: Dr. Manuel Litchman	Name: DR. CRAIG CREWS
Title: President and Chief Executive Officer	
Address: 5 Science Park 395 Winchester Avenue New Haven, CT 06511	Address:

EXHIBIT A

CONSULTING SERVICES AND COMPENSATION

1. ***Consulting Services***. Consultant will act as the Company's Chief Scientific Advisor and will provide consulting services related to the treatment or prevention of any human disease in which a product mediates degradation of one or more of the target proteins except for the targets selected by Glaxo Group Limited under the terms and conditions set forth in that certain Agreement between Yale University, Glaxo Group Limited and GlaxoSmithKline Research & Development Limited dated as of April 26, 2012, as amended and the understanding of mechanisms and the improvement of the Company's basic technology. Consultant shall perform the Consulting Services for the Company as reasonably requested by the Company but the Consultant shall not be required to spend more than 3.5 business days per calendar month (prorated for any partial month during the term of this Agreement) performing the Consulting Services for the Company.

2. ***Compensation.*** As consideration for the performance of the Consulting Services for the Company: (a) commencing on the Effective Date, the Company shall pay Consultant $12,500 per calendar month during the term of this Agreement (prorated for any partial month during the term of this Agreement) and (b) in addition to the equity securities previously granted to the Consultant under the Existing Agreement, Arvinas Holding Company, LLC, a Delaware limited liability company and the parent of the Company (the "Parent") shall grant Consultant, within thirty (30) days after the Effective Date, 1,960,598 incentive shares under the Parent's Incentive Share Plan (the "Incentive Shares"). The Participation Threshold for the Incentive Shares shall be equal to fair market value of such Incentive Shares on the date that the Incentive Shares are formally granted to the Consultant and the Incentive Shares shall vest in thirty-six (36) equal monthly installments provided that Consultant continues to be engaged by the Company at the end of each such month; provided, however, that the vesting of all Incentive Shares shall accelerate upon the consummation of a "Sale Transaction" (as such term is defined under the Parent's Operating Agreement as in effect at the time of the grant of the Incentive Shares and as amended from time to time in accordance with the terms thereof, the "Operating Agreement")). The Incentive Shares will be subject to the terms, conditions and restrictions set forth in the Operating Agreement, the Parent's Incentive Share Plan and the Award Agreement related thereto.

Confidential Materials omitted and filed separately with the
Securities and Exchange Commission. Double asterisks denote omissions.

YALE UNIVERSITY

CORPORATE SPONSORED RESEARCH AGREEMENT

This is a CORPORATE SPONSORED RESEARCH AGREEMENT effective July 1, 2016, by and between YALE UNIVERSITY, a non-profit corporation organized and existing under and by virtue of a special charter granted by the General Assembly of the Colony and State of Connecticut (the "University") and Arvinas, Inc., a Delaware corporation, having its principal offices at 5 Science Park, 395 Winchester Avenue, New Haven, CT 06511 (the "Sponsor").

W I T N E S S E T H:

WHEREAS, in pursuit of its educational purposes, which include research and training, the University undertakes scholarly, research, and experimental activities in a variety of academic disciplines; and

WHEREAS, the Sponsor wishes to fund and desires that the University undertake a research program in the field of protein degradation as described more fully in Exhibit A, attached hereto; and

WHEREAS, in furtherance of its scholarly, research, and instructional interests, the University is willing to undertake such research upon the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. Scope of Research. During the term of this Agreement, the University shall use reasonable efforts to perform the research program described in Exhibit A, attached hereto and which hereby is incorporated herein (the "Research"). Notwithstanding the foregoing, the University makes no warranties or representations regarding its ability to achieve, nor shall it be bound hereby to accomplish, any particular research objective or results.

2. Personnel.

(a) The Research shall be performed by and under the supervision and direction of Dr. Craig Crews, while employed by the University, who shall be designated the principal investigator ("Principal Investigator"), together with such additional personnel as may be assigned by the University. The University shall give Sponsor written notice of any change in its Principal Investigator, subject to Sponsor's approval, which shall not unreasonably be withheld.

(b) It is understood that the University and the personnel performing the Research hereunder may be involved in other activities and projects which entail pre-existing commitments to other sponsors.

3. University Policies and Procedures. All Research conducted hereunder shall be performed in accordance with established University policies and procedures, including, but not limited to, policies and procedures applicable to research involving human subjects, laboratory animals, and conflicts of interest.

4. Fixed Price.

(a) The Sponsor shall pay the University in the amounts and according to the schedule set forth in the budget set forth as Exhibit B attached hereto and which hereby is incorporated herein.

(b) The Sponsor shall make advance payments to the University as set forth in Exhibit B. All checks shall be made payable to Yale University, shall include reference to the Principal Investigator, and shall be sent to:

Yale University

Office of Sponsored Projects

P.O. Box 208327

New Haven, CT 06520-8327

Or wired to:

[**]

Reference: Dr. Craig Crews, Principal Investigator.

5. Research Reports. The University shall furnish to Sponsor during the term of this Agreement periodic informal reports regarding the progress of the Research. A final report setting forth the significant research findings shall be prepared by the University and submitted to Sponsor within [**] following the expiration of the term of this Agreement or the effective date of early termination. All right, title and interest in and to all data generated during the Research, including all records, reports, results and all other information and/or work product generated by or on behalf of University in the course of conducting the Research (collectively, "Data"), shall be jointly owned by Sponsor and University. To the extent that the Data is included in the License Agreement as an Improvement, the University shall not (a) use the Data except for non-commercial, academic purposes or (b) publicly disclose the Data to any person or entity or publish the Data except in accordance with the terms and conditions set forth in Section 6 below. Sponsor shall have the right to review, disclose and use the Data as Sponsor, in Sponsor's sole discretion, deems appropriate including, but not limited to, in submissions to the United States Food and Drug Administration and/or other regulatory authorities, subject to Yale's publication rights in Section 6 below.

6. Publication.

a) Part of the University's mission is to publish and disseminate research results developed under sponsored research projects. Consistent with this Agreement, University, its Principal Investigator and other University employees and/or students have the first right to disseminate or publish the results of the Research in accordance with this Section 6. After reasonable inquiry by Sponsor, Principal Investigator or other University employees and/or students choose not to disseminate or publish results of the Research, Sponsor shall have the right to publish results of the Research. The University shall provide the Sponsor with a copy of any proposed publication [**] in advance of submission or presentation to third parties. The Sponsor shall determine whether any of its Confidential Information is included in the proposed publication. The Sponsor may reasonably require that any of its Confidential Information be removed from the proposed publication. The Sponsor may reasonably require that publication be delayed to permit the filing of patent applications. The Sponsor shall make such determinations within [**] of receipt of the proposed publication. Publication shall not be delayed more than [**] after receipt of the proposed publication by Sponsor. The Sponsor at its election shall be entitled to receive an acknowledgment of its sponsorship of the Research in any such publication.

b) The University shall have the final authority to determine the scope and content of any publications or presentations made by its students and employees in accordance with the conditions and limitations of this section.

7. <u>Confidential Information</u>.

a) "Confidential Information" shall mean all information disclosed by one party to the other party under this Agreement that has been reduced to writing and marked "Confidential," or, if disclosed orally, has been reduced to writing and marked "Confidential" within [**] of oral disclosure except that the following information shall not be "Confidential Information":

(i) information that is shown to have been known to or developed by the recipient prior to the disclosure by the disclosing party; or

(ii) information that at the time of disclosure or has become thereafter publicly known through no fault or omission attributable to the recipient; or

(iii) information that is rightfully given to the recipient from sources independent of the disclosing party: or

(iv) information that is independently developed by the receiving party without use of or reference to the Confidential Information of the other party; or

(v) information that is required to be disclosed by law in the opinion of recipient's attorney, but only after the disclosing party is given prompt written notice and an opportunity to seek a protective order.

Subject to the parties' rights and obligations pursuant to this Agreement, the parties agree that during the term of this Agreement and for [**] thereafter, each of them:

(i) will keep confidential and will cause their affiliates to keep confidential, Confidential Information disclosed to it by the other party, by taking whatever action the party receiving the Confidential Information would take to preserve the confidentiality of its own Confidential Information, which in no event shall be less than reasonable care; and

(ii) will only disclose that part of the other party's Confidential Information to its officers, employees or agents, under requirements of confidentiality, for purposes of carrying out its rights and responsibilities under this Agreement; and

(iii) will not use the other party's Confidential Information other than as expressly permitted or contemplated by this Agreement or disclose the other's Confidential Information to any third parties (other than to agents under requirements of confidentiality) except as expressly permitted or contemplated by this Agreement without advance written permission from the other party; and

(iv) will, within [**] of termination of this Agreement, return all the Confidential Information disclosed to it by the other party pursuant to this Agreement except for one copy which may be retained by the recipient for monitoring compliance with this Section 7 and any surviving clauses.

b) Neither party shall knowingly convey Confidential Information of the other party that is subject to federal export control restrictions under the EAR or the ITAR without first so disclosing to the other party and providing the other party the opportunity to decline receiving such information. Notwithstanding any other provision set forth herein. Sponsor shall be permitted to disclose University's Confidential Information and this Agreement to any potential financing source, acquirer, licensee, sublicensee or strategic partner as long as such person or entity has executed a confidentiality agreement with Sponsor that contains confidentiality provisions substantially the same as those contained herein.

8. Intellectual Property.

(a) **Definition of Invention.** "Invention" shall mean any discovery, concept or idea, whether or not patentable, conceived or first reduced to practice in whole or in part in performance of this Agreement. For purposes of this Agreement, "Invention" shall also include any software written, created, and utilized in performance of this Agreement.

(b) **Ownership of Inventions.** The University shall own any invention first conceived or discovered solely by its employees, students, or agents in the performance of the Research ("University Inventions''). Sponsor shall own any Inventions that are invented solely by Sponsor's employees or agents ("Sponsor Inventions"). Inventions invented jointly by University employees, students or agents and Sponsor employees or agents shall be owned jointly ("Joint Inventions").

(c) **Disclosure and Right to Patent Inventions.** The University and Sponsor shall promptly disclose to each other in writing any invention first conceived or discovered in the performance of the Research in the field of the Research, and reported to the University's Office of Cooperative Research ("OCR") or Sponsor's Intellectual Property Authority ("IPA") (see Article 11 "Notices"), respectively. The University may elect to file and prosecute a patent application on any University Invention described in any such invention disclosure. Should the University elect not to do so, the Sponsor may at its own cost file and prosecute any such patent application on behalf of the University. The Sponsor shall have the first right to file and prosecute a patent application on any Joint Inventions. Should the Sponsor elect not to do so, the University may at its own cost file and prosecute any such patent application on behalf of both the University and the Sponsor. The Sponsor shall have the sole right to file and prosecute a patent application on any Sponsor Invention.

(d) **License.** Unless Sponsor otherwise elects in a written notice provided to the University within [**] of disclosure, each University Invention and University's interest in each Joint Invention shall constitute an "IMPROVEMENT" as defined under that certain Agreement between University and Sponsor dated July 5, 2013 (the "License Agreement"), and Sponsor shall have rights to all such University Inventions and University's interest in such Joint Inventions as IMPROVEMENTS under the License Agreement.

(e) **Tangible research property.** University shall retain ownership of tangible property that is developed solely by University's employees, students, and agents, including, but not limited to, prototypes, biogenic materials, samples, lab notebooks graphs, maps, drawings, and documents created or acquired under this Agreement. University shall not retain ownership of tangible research property that is a deliverable under this Agreement.

(f) **Background IP.** Neither party shall, by virtue of this Agreement, acquire rights to inventions, copyrights, technical information, or tangible property concurrently created or acquired outside of this Agreement or that are owned by the other party prior to entering into this Agreement including any background technology required to practice Inventions.

9. Ownership of Property. Title to any equipment purchased or created in the performance of the work funded under this Agreement shall vest in the University. University shall use the equipment for purposes of this Agreement while the Research activities are ongoing. During that time, University may make such equipment available for incidental use on other projects or programs if such other use will not interfere with the work under this Agreement. When no longer needed for Research activities, University may use the equipment in connection with its other charitable purposes, without need for accounting.

10. Term and Termination.

(a) This Agreement shall be effective from the effective date first written above through June 30, 2018, and may be extended thereafter by mutual agreement of the parties in writing; provided, however, that the termination of this Agreement shall not relieve either party of any obligation of such party accrued prior to such termination hereunder. In particular, the provisions of Sections 5 through 21 shall survive termination of this Agreement for any reason.

(b) Notwithstanding the foregoing, this Agreement may be terminated by either party at any time upon 30 days advance written notice to the other party. Upon receipt of notice of early termination by Sponsor, the University shall use reasonable efforts promptly to limit or terminate any outstanding commitments prior to the effective termination date. If Sponsor so elects to terminate this Agreement under this Section 10(b), then all allowable costs associated with such termination and up through the date of termination shall be reimbursed by Sponsor, including non-cancelable commitments.

(c) If either party materially breaches its obligation hereunder and fails to remedy such breach within [**] after receipt of notice in writing of such breach, the other party may, in addition to any other remedies that it may have in law or in equity, terminate this Agreement by sending written notice of termination to the breaching party. Termination for material breaches will be effective from date of notice to the breaching party and do not affect any of the terminating party's other rights under this Agreement.

11. Notices. Any notices given under this Agreement shall be in writing and shall be deemed delivered when sent by first-class mail, postage prepaid, addressed to the parties as follows (or at such other addresses as the parties may notify each other in writing):

Yale University

Office of Sponsored Projects
25 Science Park, 150 Munson Street
New Haven, CT 06520
Attn: Jeffrey McGuinness

Sponsor

Arvinas, Inc.
5 Science Park, 395 Winchester Avenue
New Haven, CT 06511
Attention: Chief Financial Officer

Provided, however, that Invention Disclosures shall be addressed to the parties as follows:

Yale University OCR

Yale University Office of Cooperative Research
Attn: Director of Intellectual Property
433 Temple Street
New Haven, CT, 06511
P: [**]
E: [**]

Sponsor IPA

Arvinas, Inc.
5 Science Park, 395 Winchester Avenue
New Haven, CT 06511
Attention: Chief Financial Officer

12. Use of Name. Neither party shall employ or use the name of the other party in any promotional materials or advertising without the prior express written permission of the other party.

13. Relationship of the Parties. The relationship of Sponsor and University established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create a relationship of employment or agency, nor shall either party's employees, servants, agents, or representatives be considered the employees, servants, agents, or representatives of the other. Nothing in this Agreement shall be construed to constitute the parties as partners or joint venturers, or allow cither of the parties to create or assume any obligation on behalf of the other party.

14. Indemnification. For each University Invention and/or University's interest in a Joint Invention that is an "IMPROVEMENT" as defined under the License Agreement, the Sponsor's indemnification obligation shall be dictated by the terms of the License Agreement. Any liability, claims, lawsuits, losses, damages, costs or expenses (including attorney's fees) to the University resulting from the Sponsor's use of the Data shall be automatically considered a "CLAIM" as defined under the License Agreement, thereby triggering Sponsor's indemnification obligations to the University on the terms as set forth in the License Agreement.

15. NO WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE UNIVERSITY MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER, INCLUDING, WITHOUT LIMITATION, THE RESULTS OF THE RESEARCH. TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED UNDER THIS AGREEMENT; OR THE MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH RESULTS. Neither party shall be liable for any indirect or consequential damages or lost profits suffered by the other party or by any licensee or any others resulting from the use of the Research results, including any invention, program, or product.

16. Export Controls. The University complies with all applicable laws and regulations, including, where applicable, federal export control regulations. Many of the University employees (faculty and staff) and students are residents of foreign countries, including individuals who may work on this contract and/or have access to information conveyed to the University pursuant hereto. The University does not screen its employees or students based on nationality. In most situations, the University relies on the fundamental research exclusion from export control laws, but makes no representation as to whether Sponsor's conveyance of information or material to the University pursuant hereto would be covered by the export control laws. Each party agrees that before knowingly providing the other with export- controlled materials or data, it will provide written notice, including a description of the materials or data, and, if known, the appropriate ECCN or MCL designation. No such materials or data shall knowingly be shared without prior written approval.

17. Force Majeure. Neither party shall be liable for any failure to perform as required by this Agreement to the extent such failure to perform is caused by any reason beyond such party's control, or by reason of any of the following: labor disturbances or disputes of any kind, accidents, failure of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, material shortages, disease, or similar occurrences.

18. Assignment. Neither the University nor the Sponsor shall assign this Agreement to any other person without the prior written consent of the other, and any purported assignment without such consent shall be void; provided however that, notwithstanding the foregoing or any other provision set forth herein, Sponsor may assign this Agreement without the consent of University to an affiliate or to a purchaser of all, or substantially all, of the assets or equity securities of Sponsor (whether through merger, consolidation, assignment or otherwise).

19. Severability. In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect.

20. Entire Agreement: Amendments. This Agreement and the Exhibits hereto contain the entire agreement between the parties. No amendments or modifications to this Agreement shall be effective unless made in writing and signed by authorized representatives of both parties.

21. Similar Research. Nothing in this Agreement shall be construed to limit the freedom of the University or of its researchers who are not participants under this Agreement, from engaging in similar research made under other grants, contracts or agreements with parties other than the Sponsor.

22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers or representatives.

YALE UNIVERSITY

By /s/ Jeffrey E. McGuinness

Title Sr. Contract Manager

Date June 27, 2016

ARVINAS, INC.

By /s/ Sean Cassidy

Title CFO & Treasurer

Date 6/22/16

Read and acknowledged:

Principal Investigator

/s/ Craig M. Crews

EXHIBIT A - SCOPE OF WORK

Scope of the work between Arvinas and Crews lab;

Confidential Materials omitted and filed separately with the Securities and Exchange Commission. A total of three pages were omitted. [**].

EXHIBIT B - BUDGET AND PAYMENT SCHEDULE

The total budget of **$[**]** shall be paid in eight installments, upon receipt of an invoice from the University, in accordance with the following schedule:

$[**] payable within [**] of the Effective Date of the Agreement

$[**] payable within [**] of the Effective Date

$[**] payable within [**] of the Effective Date

$[**] payable within [**] of the Effective Date

$[**] payable within [**] of the Effective Date

$[**] payable within [**] of the Effective Date

$[**] payable within [**] of the Effective Date

$[**] payable within [**] of the Effective Date

AMENDMENT NO. 1 TO RESEARCH AGREEMENT

THIS AMENDMENT NO. 1 TO THE CORPORATE SPONSORED RESEARCH AGREEMENT (the "Amendment"), effective as of April 1, 2018 (the "Amendment Effective Date"), is entered into between YALE UNIVERSITY, a non-profit corporation organized and existing under and by virtue of a special charter granted by the General Assembly of the Colony and State of Connecticut (the "University") and ARVINAS, INC., a Delaware corporation, having its principal offices at 5 Science Park, 395 Winchester Avenue, New Haven, CT 0651 1 (the "Sponsor").

WHEREAS, University and Sponsor entered into a Corporate Sponsored Research Agreement effective July 1, 2016 (the "Agreement").

WHEREAS, University and Sponsor desire to amend the Agreement by amending the scope of work and increasing the budget as set forth in and in accordance with this Amendment.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises of the parties hereunder and other good and valuable consideration, the parties hereby agree as follows.

1. Amendments.

a. Exhibit A, identified in the second WHEREAS clause and attached to the Agreement is hereby deleted and replaced with the Revised Exhibit A attached hereto. All mention of Exhibit A in the Agreement shall now refer to the Revised Exhibit A.

b. Exhibit B, identified in Section **4**. **Fixed Price** and attached to the Agreement is hereby deleted and replaced with the Revised Exhibit B attached hereto. All mention of Exhibit B in the Agreement shall now refer to the Revised Exhibit B.

c. Section 10. **Term and Termination (a)** is hereby deleted and replaced with the Section 10 (a) as follows:

10. Term and Termination

(a) This Agreement shall be effective from July 1, 2016 through April 1, 2021, and may be extended thereafter by mutual agreement of the parties in writing; provided, however, that the termination of this Agreement shall not relieve either party of any obligation of such party accrued prior to such termination hereunder. In particular, the provisions of Sections 5 through 21 shall survive termination of this Agreement for any reason.

2. No Other Amendment. This Amendment does not and shall not amend or modify the covenants, terms, conditions, rights or obligations of the parties under the Agreement except as specifically set forth herein. The Agreement shall continue in full force and effect in accordance with its terms as amended by this Amendment and with the terms and conditions of this Amendment incorporated into the Agreement.

3. Counterparts. This Amendment may be executed in two or more counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument, and may be executed and delivered through the use of email of pdf copies of the executed Amendment.

IN WITNESS WHEREOF, duly-authorized representatives of the parties have signed as of the dates written below.

YALE UNIVERSITY

By: /s/ Jeffrey McGuinness
Name: Jeffrey McGuinness
Title: Associate Director
Date: April 2, 2018

SPONSOR

By: /s/ Sean Cassidy
Name: Sean Cassidy
Title: CFO & Treasurer
Date: 4/2/18

EXHIBIT A. – REVISED SCOPE OF WORK

The revised scope of the work between Arvinas and Crews lab:

Confidential Materials omitted and filed separately with the Securities and Exchange Commission. A total of three pages were omitted. [**].

EXHIBIT B – BUDGET AND PAYMENT SCHEDULE

The total revised budget of $3,708,142.09, of which $[**] has already been paid, leaving **$[**]** due and owing, which shall be paid in twelve installments, upon receipt of an invoice from the University, in accordance with the following schedule:

$[**] payable within [**] of the Amendment Effective Date

$[**] payable within [**] of the Amendment Effective Date

$[**] payable within [**] of the Amendment Effective Date

$[**] payable within [**] of the Amendment Effective Date

$[**] payable within [**] of the Amendment Effective Date

$[**] payable within [**] of the Amendment Effective Date

$[**] payable within [**] of the Amendment Effective Date

$[**] payable within [**] of the Amendment Effective Date

$[**] payable within [**] of the Amendment Effective Date

$[**] payable within [**] of the Amendment Effective Date

$[**] payable within [**] of the Amendment Effective Date

$[**] payable within [**] of the Amendment Effective Date

Confidential Materials omitted and filed separately with the
Securities and Exchange Commission. Double asterisks denote omissions.

AMENDED AND RESTATED OPTION, LICENSE, AND COLLABORATION AGREEMENT

BETWEEN

ARVINAS, INC.

AND

GENENTECH, INC.

AND

F. HOFFMANN-LA ROCHE LTD

AS OF NOVEMBER 8, 2017

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AMENDED AND RESTATED OPTION, LICENSE, AND COLLABORATION AGREEMENT

THIS AMENDED AND RESTATED OPTION, LICENSE, AND COLLABORATION AGREEMENT ("**Agreement**") is made and entered into, effective as of November 8, 2017 ("**A&R Effective Date**"), by and between **ARVINAS, INC.**, having its principal place of business at 5 Science Park, 395 Winchester Ave., New Haven, CT 06511 ("**Arvinas**"), and **GENENTECH, INC.**, a Delaware corporation, having its principal place of business at 1 DNA Way, South San Francisco, California 94080 ("**Genentech**"), and as expressly provided herein as a "Licensee" or as a "Party," or as expressly named herein under Section 9.6, F. Hoffmann-La Roche Ltd, with its principal place of business at Grenzacherstrasse 124, CH 4070 Basel, Switzerland ("**Roche**").

BACKGROUND

WHEREAS, Arvinas is a pharmaceutical development company that has proprietary platform technology that utilizes Proteolysis-Targeting Chimeras (further defined below as "**PROTAC**s") to target proteins for degradation; and

WHEREAS, Genentech is a biopharmaceutical company that, together with its Affiliates, is engaged in the research, development, manufacture and sale of pharmaceutical products; and

WHEREAS, Genentech desires to engage Arvinas to conduct certain discovery and research of PROTACs for certain target proteins based on Arvinas' proprietary platform technology;

WHEREAS, Genentech desires to obtain an exclusive option for an exclusive license and other rights from Arvinas to develop and commercialize products that contain such PROTACs resulting from such discovery and research, and Arvinas agrees to grant Genentech such an exclusive option in exchange for certain agreed to upfront and other payments, all on the terms and conditions set forth herein;

WHEREAS, effective as of September 30, 2015 (the "**Original Effective Date**"), Genentech, Arvinas, and Roche entered into an Option and License Agreement and then amended it via Amendment No. 1 on September 30, 2015 (such Option and License Agreement as amended, the "**Original Agreement**"); and

WHEREAS, the Parties now desire to amend and restate the Original Agreement through this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Genentech and as expressly provided herein as a "Licensee" or as a "Party," Roche, and Arvinas agree as follows:

ARTICLE 1
DEFINITIONS

Capitalized terms used in this Agreement, whether used in the singular or plural, shall have the meanings set forth below, unless otherwise specifically indicated herein.

"**A&R Effective Date**" is defined in the introductory paragraph.

"**Accounting Standard**" means, with respect to Licensee, either (a) International Financial Reporting Standards ("**IFRS**") or (b) United States generally accepted accounting principles ("**GAAP**"), in either case, which standards or principles (as applicable) are currently used at the applicable time by, and as consistently applied by Licensee.

"**Actual Reimbursable Research Program Costs**" is defined in Section 7.1.

"**Acquiror Exclusive Activity**" is defined in Section 3.4.3.

"**Acquisition**" means, with respect to a Party, (a) a merger involving such Party and an acquiring entity, in which the shareholders of such Party immediately prior to such merger cease to control such Party after such merger; (b) sale of all or substantially all of the assets of such Party to an acquiring entity; or (c) sale of a controlling interest of such Party or any Person controlling such Party to an acquiring entity. For purposes of the definition of Acquisition, "control" means (a) direct or indirect beneficial ownership of at least fifty percent (50%) (or such lesser percentage that is the maximum allowed to be owned by a foreign corporation in a particular jurisdiction) of the voting share capital in such entity or (b) to possess, directly or indirectly, the affirmative power to direct the management and policies of such person, corporation or other entity, whether through ownership of voting securities or by contract relating to voting rights or corporate governance.

"**Adverse Experience**" is defined in Section 5.5.

"**Affiliate**" means any Person that, directly or indirectly (through one or more intermediaries) controls, is controlled by, or is under common control with a Party. For purposes of the preceding sentence, "controls", "controlled", and "control" means (i) the direct or indirect ownership of fifty percent (50%) or more of the voting stock or other voting interests or interest in the profits of the Party, or (ii) the ability to otherwise control or direct the decisions of board of directors or equivalent governing body thereof. Notwithstanding the foregoing, unless expressly specified otherwise, for the purposes of this Agreement, [**] and their respective subsidiaries (each, an "**Excluded Affiliate**"), shall not be considered Affiliates of Licensee unless and until Licensee provides written notice to Arvinas specifying such Excluded Affiliate as an Affiliate of Licensee.

"**Alliance Manager**" is defined in Section 5.2.

"**Annual Net Sales**" is defined in Section 6.3.2.

"**Arvinas**" is defined in the introduction.

"**Arvinas Indemnitees**" is defined in Section 12.1.

"Arvinas Intellectual Property" means, individually and collectively, Arvinas Know How and Arvinas Patents:

"**Arvinas Know-How**" means any and all Know-How Controlled by Arvinas or any of its Affiliates as of the Original Effective Date or during the Term that is reasonably necessary or useful for, or used by Arvinas or its Affiliates in, the development, manufacture or commercialization of Licensed PROTACS or Licensed Products. Arvinas Know-How shall include any Know-How within the Arvinas New Intellectual Property or Joint New Intellectual Property Controlled (by sole or joint ownership) by Arvinas in accordance with Section 8.2 below.

"**Arvinas Patents**" means any and all Patents Controlled by Arvinas or any of its Affiliates as of the Original Effective Date or during the Term that claim, in whole or in part, any Licensed PROTAC or Licensed Product, or the development, manufacture, use or commercialization thereof, including the Patents which are set forth in Exhibit 1.11.2 attached hereto. Arvinas Patents shall include any Patents within the Arvinas New Intellectual Property or Joint New Intellectual Property Controlled (by sole or joint ownership) by Arvinas in accordance with Section 8.2 below.

"**Arvinas Licensee**" is defined in Section 3.5.2.

"**Arvinas New Intellectual Property**" is defined in Section 8.2.1.

"**Assignee**" is defined in Section 8.2.5(a).

"**Assignor**" is defined in Section 8.2.5(a).

"**Auditor**" is defined in Section 3.4.3(a).

"**Budget**" is defined in Section 2.3.

"**Competitive Version**" means, with respect to a Deliverables Know-How Licensed Product and the relevant Exclusive Target, any product that (a) contains a Licensed PROTAC whose primary mechanism of action is, by design, degradation of such Exclusive Target, and (b) contains a Licensed PROTAC whose [**].

"**Completion Criteria**" is defined in Section 2.3.

"**Compulsory Sublicense**" means a license or sublicense granted to a Third Party, through the order, decree or grant of a governmental authority having competent jurisdiction, authorizing such Third Party to make, have made, use, sell, have sold, offer for sale, import or export a Licensed Product in the Field in any country in the Territory.

"**Compulsory Sublicensee**" means a Third Party that was granted a Compulsory Sublicense.

"**Confidential Information**" means, subject to the exclusions under Section 9.2, proprietary information (a) disclosed by or on behalf of a Party in connection with this Agreement, whether prior to or during the Term and whether disclosed orally, electronically, by observation or in writing, or (b) generated by, or on behalf of, either Party and provided to the other Party, or generated jointly by the Parties, in the course of performance of this Agreement. For the avoidance of doubt, "Confidential Information" of a Party includes information regarding such Party's research, development plans, clinical trial designs, preclinical and clinical data, technology, products, business information or objectives and other information of the type that is customarily considered to be confidential information by entities engaged in activities that are substantially similar to the activities being engaged in by the Parties pursuant to this Agreement. For clarity, and notwithstanding any other provision of this Agreement, Arvinas New Intellectual Property shall be deemed Confidential Information of Arvinas, Genentech New Intellectual Property shall be deemed Confidential Information of Genentech, Joint New Intellectual Property shall be deemed Confidential Information of both Parties, and Genentech's interest in a Proposed Target shall be deemed Confidential Information of Genentech. However, notwithstanding the foregoing, any Deliverables, Optimization Deliverables, and Deliverables New Intellectual Property, in each case, within Arvinas Intellectual Property shall be deemed Confidential Information of both Genentech and Arvinas unless and until Genentech's Option and any subsequent Exclusive License thereto has expired or been terminated.

"**Control**" or "**Controlled**" means, with respect to intellectual property rights or Know-How, possession by a Party of the power and authority, whether arising by ownership or by license or other authorization, to grant and authorize the licenses or sublicenses, as applicable, under such intellectual property rights or Know-How of the scope granted to the other Party in this Agreement at the time such Party would be required hereunder to grant the other Party such license or sublicense, without violating the terms of any agreement or other arrangement with any Third Party existing at the time such Party would be first required hereunder to grant and authorize such license or sublicense.

"**Covers**" (including variations such as "**Covered**", "**Covering**" and the like), means, with respect to a Patent and a product, that the manufacture, use, sale, offer for sale or importation of such product in a country would infringe a Valid Claim of such Patent in that country.

"**CPA Firm**" is defined in Section 7.10.2.

"DC_{50}" means the compound concentration at which the Target is degraded by fifty percent (50%).

"**Deliverables**" is defined in Section 2.3.

"**Deliverables Know-How Licensed Product**" means, with respect to an Exclusive Target, a Licensed Product, other than a Valid Claim Licensed Product, that (a) contains a Licensed PROTAC directed to such Exclusive Target that was first synthesized by or on behalf of Arvinas during the relevant Research Term, or by or on behalf of Licensee prior to [**] after the exercise of the Option for such Exclusive Target pursuant to Section 3.2, in the course of performing activities under this Agreement, or a Direct Modification of such a Licensed PROTAC also directed to such Exclusive Target and first synthesized by or on behalf of Licensee in the course

of performing activities under this Agreement; and (b) incorporates or is derived from any Deliverables provided to Genentech hereunder, which Deliverables, and the Arvinas Know-How embodied, contained or incorporated within such Deliverables, are maintained by Arvinas as Confidential Information in accordance with the requirements of Article 9 throughout such [**] period after exercise of the relevant Option. For purposes of the definition of "Deliverables Know-How Licensed Product", a "**Direct Modification**" means, with respect to a Licensed PROTAC, any pharmaceutically acceptable salt, polymorph, isotope or methyl or ethyl ester prodrug of such Licensed PROTAC.

"**Deliverables Know-How Licensed Product Royalty Term**" is defined in Section 6.4.1(b).

"**Deliverables New Intellectual Property**" is defined in Section 8.2.2.

"**Determination**" is defined in Section 8.8.2.

"**Diligent Efforts**" means, with respect to a Party, those commercially reasonable efforts and resources comparable with that of such Party's internal program(s) of similar market potential and market size, risk, and at a similar stage of development, or if a Party does not have such an internal program, those commercially reasonable efforts and resources comparable with those that a Person similarly situated to such Party would normally use to accomplish a similar objective under similar circumstances, in either case, such efforts to be consistent with the exercise of prudent scientific and business judgment. For clarity, it is understood that [**].

"**Disclosing Party**" is defined in Section 9.1.

"**Dispute(s)**" is defined in Section 14.1.

"D_{max}" means the maximum level of degradation, as measured by percentage.

[**]

"**Early Evaluation Notice**" is defined in Section 3.2.1(b).

"**Election Notice**" is defined in Section 2.7.1.

"**Election Period**" is defined in Section 2.7.1.

"**Enforcement Action**" is defined in Section 8.4.2(c).

"**Estimated Reimbursable Research Program Costs**" is defined in Section 7.1.

"**EU**" means the member states of the European Union, or any successor entity thereto performing similar functions.

"**Evaluation Materials**" is defined in Section 3.2.1(a).

"**Excluded Target**" means a Target (i) that is listed on Exhibit 1.40 attached hereto (unless subsequently removed from such Exhibit by Arvinas in its sole discretion), (ii) that is subject to Third Party rights under any agreement entered into by Arvinas or its Affiliate that is in full force

and effect, (iii) that is excluded from Arvinas' rights under the Yale Agreement, [**], or if such achievement occurred prior to such period, Arvinas or its Affiliate is then committed in a board approved internal budget to pursue further development of such a PROTAC for its and/or its Affiliates' own benefit, in each case of clauses (i), (ii), (iii), (iv) or (v), as of the time of Arvinas' receipt of notice from Genentech pursuant to Section 2.10.2(b) regarding Genentech's Expansion Notice or Substitution Notice, whichever is applicable, for such Target and as can be documented by reasonable proof by Arvinas.

For purposes of determining the applicability of clause (v) above, Arvinas will measure the [**].

"**Exclusive Activity**" is defined in Section 3.4.1.

"**Exclusive License**" is defined in Section 3.3.1.

"**Exclusive Molecule**" is defined in Section 3.4.1.

"**Exclusive Target**" means any Initial Target, or any Substitute Target or Expansion Target that is established as an Exclusive Target pursuant to Section 2.8.2 or Section 2.10.2, as relevant, in each case, as identified by its [**], including all splice variants, mutants, natural variants, etc. reasonably associated with such [**], and in each case, for so long as such Target remains an Exclusive Target pursuant to this Agreement.

"**Existing Liens**" is defined in Section 11.2(b).

"**Existing Third Party Agreements**" is defined in Section 11.2(h).

"**Expansion Notice**" is defined in Section 2.10.2(b).

"**Expansion/Substitution Period**" means the period commencing on the Original Effective Date and continuing until March 31, 2023.

"**Expansion Target**" is defined in Section 2.10.2(b).

"**Expansion Target Payment**" is defined in Section 6.2.

"**Expansion Target Reservation Fee**" means [**] U.S. dollars (US$[**]) for each Expansion Target (but for clarity, not any permitted Substitute for an Expansion Target for which the Expansion Target Reservation Fee has been paid prior to such Substitution).

"**FDA**" means the United States Food and Drug Administration, or any successor entity thereto performing similar functions.

"**Field**" means, with respect to an Exclusive Target, the use of a Licensed PROTAC directed to such Exclusive Target or related Licensed Product for any and all purposes relating to the treatment or prevention of any human or animal disease in which such Licensed PROTAC or Licensed Product mediates degradation of such Exclusive Target.

"**Filing Party**" is defined in Section 8.3.4.

"**First Commercial Sale**" means, with respect to a particular Licensed Product in a given country in the Territory, the first bona fide commercial sale to a Third Party of such Licensed Product in the Field following Marketing Approval in such country by or under authority of Licensee or its Affiliates or Sublicensees hereunder. For clarity, sales for compassionate use or by a Third Party under a Compulsory Sublicense will not be considered in determining First Commercial Sale.

"**FTE**" means the equivalent of one employee of a Party performing work directly related to a Research Program full time for a year, including experimental laboratory work, recording and writing up results, reviewing literature and references, holding scientific discussions, managing and leading scientific staff, carrying out management duties related to the Research Program, writing up results for publications or presentation and attending or presenting appropriate education programs, seminars and symposia. The portion of an FTE year devoted by a scientist to the Research Program shall be determined by dividing the number of hours during any twelve-month period devoted by such employee to the Research Program by [**], which shall be deemed the total number of working hours during such twelve-month period.

"**FTE Costs**" is defined in the definition of Research Program Costs.

"**FTE Rate**" means [**] U.S. dollars (US$[**]) per year for Arvinas employees and [**] U.S. dollars (US$[**]) for employees of Arvinas' subcontractors approved pursuant to Section 2.4, on a fully burdened basis, provided that such FTE Rate shall be adjusted for inflation or deflation on an annual basis, with the first adjustment effective on January 1, 2019, to reflect any increase or decrease, since the prior adjustment (or the initial rate, as applicable), in the Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners covering the Connecticut region, based on the most recent monthly index available as of the adjustment date.

"**Genentech**" is defined in the Introduction.

"Genentech Compounds" means, with respect to an Exclusive Target, those compounds provided by Genentech to Arvinas for use in a Research Program or Optimization Program pursuant to this Agreement that are identified by Genentech as binding to such Exclusive Target, and any derivatives thereof (including any Target Binding Moiety that contains or incorporates any such compounds or derivatives thereof but excluding any [**]).

"**Genentech Materials**" is defined in Appendix B.

"**Genentech New Intellectual Property**" is defined in Section 8.2.1.

"**Generic Version**" means, with respect to a Licensed Product sold by Licensee (or any of its Affiliates or Sublicensees) in the Field in a particular country in the Territory, any product that (a) is approved for sale in such country in reliance on the prior approval of such Licensed Product as determined by the applicable Regulatory Authority; and (b) is sold by a Third Party (i) that is a Compulsory Sublicensee authorized to market and sell such product or (ii) that is not a Sublicensee of Licensee (or any of its Affiliates) authorized to market and sell such product and that has not otherwise been authorized, directly or indirectly, by Licensee (or any of its Affiliates or Sublicensees) to market and sell such product.

"**Grantback License**" is defined in Section 3.5.1.

"**Grantback Patents**" is defined in Section 3.5.1.

"**Grantback Period**" is defined in Section 3.5.1(a).

"**Grantback Product**" is defined in Section 3.5.1.

"**Guaranteed Obligations**" is defined in Section 7.11.

"**Highly Serious**" is defined in Section 5.5.

"**IFRS**" means International Financial Reporting Standards.

"**IND**" means an investigational new drug application filed with the FDA pursuant to 21 CFR Part 312 before the commencement of clinical trials of a product, or any comparable filing with any relevant regulatory authority in any other jurisdiction.

"**Indemnitee**" is defined in Section 12.3.

"**Indemnitor**" is defined in Section 12.3.

"**Indication**" is defined in Section 6.3.1(b).

"**Infringement**" is defined in Section 8.4.1.

"**Initial Target**" means any of the Targets set forth in Exhibit 1.74 attached hereto.

"**Joint New Intellectual Property**" is defined in Section 8.2.1.

"**JPT**" is defined in Section 2.2.2(a).

"**JPT Co-Lead**" is defined in Section 2.2.2(b).

"**JRC**" is defined in Section 2.2.1(a).

"**JRC Co-Lead**" is defined in Section 2.2.1(b).

"**Know-How**" means all proprietary information, inventions (whether or not patentable), improvements, practices, formulae, trade secrets, techniques, methods, procedures, knowledge, results, test data (including pharmacological, toxicological, pharmacokinetic and pre-clinical and clinical information and test data, related reports, structure-activity relationship data and statistical analysis), analytical and quality control data, protocols, processes, models, designs, and other information regarding discovery, development, marketing, pricing, distribution, cost, sales and manufacturing. Know-How shall not include any Patent or any information disclosed in a published Patent.

"**Laws**" means all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of any federal, national, multinational, state, provincial, county, city or other political subdivision, agency or other body, domestic or foreign.

"**Lead PROTACs**" is defined in Section 2.7.1.

"**Lead PROTAC Dossier**" is defined in Section 3.2.4.

"**Licensed Product**" means, with respect to a Target, any pharmaceutical product that contains a Licensed PROTAC whose primary mechanism of action is, by design, induction of proteasomal degradation of such Target.

"**Licensed PROTAC**" means, with respect to a Target, a PROTAC [**], whose primary mechanism of action is, by design, induction of proteasomal degradation of such Target.

"**Licensee**" means individually, Genentech or Roche, and collectively, Genentech and Roche; but notwithstanding the foregoing, unless expressly specified otherwise, for the purposes of this Agreement, on an Exclusive Target-by-Exclusive Target basis, Roche shall not be considered a "Licensee" with respect to such Exclusive Target unless and until Genentech provides written notice to Arvinas specifying Roche shall be included as a "Licensee" with respect to such Exclusive Target under this Agreement; provided that Genentech shall remain responsible for Roche's compliance with all applicable obligations with respect to such Exclusive Target under this Agreement. Upon receipt of such notice, Roche shall be deemed a "Licensee" with respect to the relevant Exclusive Target under this Agreement for so long as Roche is an Affiliate of Genentech, and all rights and obligations of a Licensee with respect to such Exclusive Target shall apply to Roche as a "Licensee" with respect to such Exclusive Target as of the date of receipt by Arvinas of such notice with respect to such Exclusive Target and thereafter for so long as Roche is an Affiliate of Genentech; for clarity, no such rights and obligations of Roche with respect to such Exclusive Target shall apply before such date. Notwithstanding the foregoing, any instance pursuant to this Agreement where the consent or approval of Licensee is required shall mean the consent or approval of Genentech.

"**Licensee Indemnitees**" is defined in Section 12.2.

"**Linker**" is defined in the definition of PROTAC.

"**Losses and Claims**" is defined in Section 12.1.

"**Major European Market**" means Germany, Spain, France, Italy, or the United Kingdom.

"**Marketing Approval**" means all approvals, licenses, registrations or authorizations of any federal, state or local regulatory agency, department, bureau or other governmental entity, necessary for the manufacturing, use, storage, import, transport and sale of Licensed Products in a country or regulatory jurisdiction. For countries where governmental approval is required for pricing or reimbursement for the Licensed Product, "Marketing Approval" shall not be deemed to occur until such pricing or reimbursement approval is obtained.

"**Marketing Approval Application**" or "**MAA**" means BLA, sBLA, NDA, sNDA and any equivalent thereof in the United States or any other country or jurisdiction in the Territory. As used herein: "**BLA**" means a Biologics License Application and amendments thereto filed pursuant to the requirements of the FDA, as defined in 21 C.F.R. § 600 et seq., for FDA approval of a Licensed Product and "**sBLA**" means a supplemental BLA; and "**NDA**" means a New Drug Application and amendments thereto filed pursuant to the requirements of the FDA, as defined in 21 C.F.R. § 314 et seq., for FDA approval of a Licensed Product and "**sNDA**" means a supplemental NDA.

"**Market Share Period**" is defined in Section 6.5.2.

"**Minimum Protein Degradation Criteria**" means degradation of the relevant protein by [**] or more as determined by Western blot or other analytical procedure to detect the relevant protein as mutually agreed by the Parties in the cell line specified in the Research Plan for the relevant Exclusive Target.

"**Net Sales**" means, with respect to a Licensed Product, sales of such Licensed Product by Licensee, its Affiliates or Sublicensees, calculated as follows:

an amount calculated by subtracting from the amount of Sales of such Licensed Product: (i) a lump sum deduction of [**] percent ([**]%) of Sales, less any amounts previously deducted for such Licensed Product pursuant to the definition of Sales, in lieu of those deductions which are not accounted for within Licensee on a Licensed Product-by-Licensed Product basis (*e.g.*, freight, postage charges, transportation insurance, packing materials for dispatch of goods, custom duties); (ii) uncollectible amounts on previously sold Licensed Product not already taken as part of a gross-to-net deduction in accordance with the then currently used Accounting Standard in the calculation of Sales of such Licensed Product; (iii) credit card charges (including processing fees) accrued during such period on such Sales and not already taken as a gross-to-net deduction in accordance with the then currently used Accounting Standard in the calculation of Sales of such Licensed Product; and (iv) government mandated fees, taxes (other than income taxes) and other charges not already taken as a gross-to-net deduction in accordance with the then currently used Accounting Standard in the calculation of Sales of such Licensed Product, including, for example, any such fees, taxes or other charges that become due in connection with any healthcare reform, change in government pricing or discounting schemes, or other action of a government or regulatory body.

For the purpose of clarity, sales of Licensed Products by any Compulsory Sublicensee shall be excluded from the calculation of "Net Sales."

As used herein this Section:

(a) **Sales Among Affiliates and Sublicensees**. Sales between or among a Party, its Affiliates and/or their respective Sublicensees shall be excluded from the computation of Net Sales, but Net Sales shall include subsequent Sales to a Third Party by any such Party, or its Affiliates or Sublicensees.

(b) **Supply as Samples/Test Materials**. Notwithstanding anything to the contrary in the definition of Net Sales, the supply or other disposition of Licensed Products (i) as samples in amounts otherwise reasonable and customary in the industry; (ii) for use in non-clinical or clinical studies; or (iii) for use in any tests or studies reasonably necessary to comply with any applicable law, regulation or request by a regulatory or governmental authority, in each case, shall not be included in the computation of Net Sales.

(c) **Licensed Products Sold in Combinations**. For clarity, the right to sell a Licensed Product directed to an Exclusive Target as part of a Combination Product, as contemplated below, shall not imply any right of Licensee under any Arvinas Intellectual Property to make, use or sell any PROTAC whose primary mechanism of action is the induction of proteasomal degradation of any Target other than an Exclusive Target for which an Option has been exercised and an Exclusive License remains in full force and effect.

(i) In the event that a Licensed Product directed to an Exclusive Target is sold in combination (in the same package, including as a co-formulation, or under the same label) with one or more other active ingredients that are not Licensed PROTACs directed to Exclusive Targets (for purposes of this Section, a "**Combination Product**"), the Net Sales of such Licensed Product shall be determined by multiplying the Net Sales of the Combination Product by the fraction, A/(A+B), where: A is the average sale price of the Licensed Product directed to an Exclusive Target when sold separately in finished form, and B is the average sale price of the other pharmaceutically active product(s) included in the Combination Product when sold separately in finished form, in each case for the most recent period in which sales of both occurred. If the Licensed Product directed to an Exclusive Target is sold as part of a Combination Product and is sold separately in finished form, but the other pharmaceutically active product(s) included in the Combination Product are not sold separately in finished form, the Net Sales of such Licensed Product shall be determined by multiplying the Net Sales of the Combination Product by the fraction A/C where: A is the average sale price of the Licensed Product directed to an Exclusive Target contained in such Combination Product when sold separately in finished form, and C is the average sale price of the Combination Product. If the Licensed Product directed to an Exclusive Target is sold as part of a Combination Product and is not sold separately in finished form, but the other pharmaceutically active product(s) included in the Combination Product are sold separately in finished form, the Net Sales of such Licensed Product shall be determined by multiplying the Net Sales of the Combination Product by the fraction C-B/C where: B is the average sale price of the other product(s) included in such Combination Product when sold separately, and C is the average sale price of the Combination Product.

(ii) If Net Sales of the Licensed Product directed to an Exclusive Target when included in a Combination Product cannot be determined using the methods above, Net Sales shall be calculated by multiplying the Net Sales of the Combination Product by the fraction of E/(E+F) where: E is the fair market value of the Licensed Product directed to an Exclusive Target in finished form, and F is the fair market value of all other pharmaceutically active product(s) included in the Combination Product in finished form as reasonably determined in good faith by the Parties. Where the preceding sentence is applicable, Genentech shall in good faith propose to Arvinas, at least [**] prior to the first commercial sale of the Combination Product, an allocation of relative value of the Licensed Product directed to an Exclusive Target

and all other pharmaceutically active product(s) included in the Combination Product, Arvinas shall in good faith consider such proposal, and the Parties shall seek to reach agreement on such allocation. If the Parties are unable to reach such agreement within [**] after Genentech provides such proposal, the issue shall be resolved in accordance with Section 14.2, provided that there shall be a single arbitrator who shall be a mutually agreeable individual (not affiliated with either Party) with expertise in the marketing and sales of similar pharmaceutical products (including experience in pricing and reimbursement), and the Parties shall use all reasonable efforts to ensure that such resolution shall occur within [**] after such referral.

(iii) The foregoing analysis shall be conducted on a country-by-country basis as reasonably required to compare fair market values of the relevant Combination Product components.

"**Net Sales Report**" is defined in Section 7.4.2.

"**New Intellectual Property**" is defined in Section 8.2.1.

"**Non-Filing Party**" is defined in Section 8.3.4.

"**Non-Publishing Party**" is defined in Section 10.5(b).

"**Optimization Completion Criteria**" is defined in Section 5.6.1.

"**Optimization Deliverables**" is defined in Section 5.6.1.

"**Optimization Plan**" is defined in Section 5.6.1.

"**Optimization Program**" means, with respect to an Exclusive Target, the activities conducted by the Parties pursuant to Section 5.6 and the Optimization Plan for such Exclusive Target during the relevant Optimization Term.

"**Optimization Schedule**" is defined in Section 5.6.1.

"**Optimization Term**" is defined in Section 5.6.4(a).

"**Optimization Work Plan**" is defined in Section 5.6.1.

"**Option**" is defined in Section 3.2.3.

"**Option Notice**" is defined in Section 3.2.3.

"**Option Period**" is defined in Section 3.2.3.

"**Original Agreement**" is defined in the recitals.

"**Original Effective Date**" is defined in the recitals.

"**Other Arvinas Technology**" is defined in Section 3.4.2.

"**Paragraph IV Action**" is defined in Section 8.5.3.

"**Paragraph IV Claim**" is defined in Section 8.5.1.

"**Party**" or "**Parties**" means Arvinas and Genentech, and if Roche is included as a "Licensee" pursuant to the definition of "Licensee" above, Roche, as applicable, but for purposes of Articles 2 and 4 of this Agreement, a "Party" means only either Arvinas or Genentech, as applicable, and the "Parties" means both Arvinas and Genentech and does not include Roche. For clarity, any reference to the "other Party", with respect to Licensee, means Arvinas, and any reference to either Party means either Genentech and Roche, on the one hand, or Arvinas, on the other hand.

"**Patent(s)**" means any and all patents and patent applications and any patents issuing therefrom or claiming priority to, worldwide, together with any extensions (including patent term extensions and supplementary protection certificates) and renewals thereof, reissues, reexaminations, substitutions, confirmation patents, registration patents, invention certificates, patents of addition, renewals, divisionals, continuations, and continuations-in-part of any of the foregoing.

"**Payment-Based Valid Claim**" is defined in the definition of Valid Claim Licensed Product.

"**Person**" means any individual, firm, corporation, partnership, limited liability company, trust, business trust, joint venture company, governmental authority, association or other entity.

"**Phase I Clinical Trial**" means a human clinical trial, the principal purpose of which is preliminary determination of safety of a Licensed Product in healthy individuals or patients as described in 21 C.F.R. §312.21, or similar clinical study in a country other than the United States.

"**Phase II Clinical Trial**" means a human clinical trial, for which the primary endpoints include a determination of dose ranges and/or a preliminary determination of efficacy of a Licensed Product in patients being studied as described in 21 C.F.R. §312.21, or similar clinical study in a country other than the United States.

"**Phase III Clinical Trial**" means a human clinical trial, the principal purpose of which is to demonstrate clinically and statistically the efficacy and safety of a Licensed Product for one or more indications in order to obtain Marketing Approval of such Licensed Product for such indication(s), as further defined in 21 C.F.R. §312.21 or a similar clinical study in a country other than the United States.

"**Product**" means, with respect to a Target, any pharmaceutical product that contains a PROTAC that binds to such Target.

"**Proposed Target**" means a Target, to be identified by its [**], proposed by Genentech as a Substitute for an Exclusive Target or as an Expansion Target in accordance with Section 2.10.2.

"**Prosecution and Maintenance**" or "**Prosecute and Maintain**", with respect to a particular Patent, means all activities associated with the preparation, filing, prosecution and maintenance of such Patent (and patent application(s) derived from such Patent), as well as re-examinations,

reissues, applications for patent term adjustments and extensions, supplementary protection certificates and the like with respect to that Patent, together with the conduct of interferences, derivation proceedings, inter partes review, post-grant review, the defense of oppositions and other similar proceedings with respect to that Patent. For clarity, Prosecution and Maintenance shall exclude any activities associated with claims of invalidity, unenforceability, or non-infringement of such Patents that are brought by a Third Party in connection with an Enforcement Action under Section 8.4 or a Paragraph IV Claim under Section 8.5.

"**PROTAC**" means, with respect to a Target, a composition consisting of (a) a moiety that binds to a target protein ("**Target Binding Moiety**") (b) a linker ("**Linker**") and (c) a moiety that binds to [**], whose primary mechanism of action is, by design, degradation of such Target.

"**Publishing Party**" is defined in Section 10.5(b).

"**Receiving Party**" is defined in Section 9.1.

"**Regulatory Approval**" means all approvals from the relevant Regulatory Authority necessary to market and sell a Licensed Product in any country (including without limitation all applicable pricing and governmental reimbursement approvals even if not legally required to sell Licensed Product in a country). For clarity, in the United States, its territories and possessions, Regulatory Approval means approval of any Marketing Approval Application or equivalent by the FDA.

"**Regulatory Authority**" means any applicable government regulatory authority involved in granting approvals for the manufacturing, marketing, sale, reimbursement and/or pricing of a Licensed Product in the Territory.

"**Release**" is defined in Section 10.1

"**Research Plan**" is defined in Section 2.3.

"**Research Program**" means with respect to each Exclusive Target, the activities conducted by the Parties pursuant to Article 2 and the Research Plan for such Exclusive Target during the relevant Research Term.

"**Research Program Costs**" mean, with respect to a particular Exclusive Target, the costs and expenses calculated as the number of FTEs of Arvinas and/or its subcontractors approved pursuant to Section 2.4 called for in the Research Plan multiplied by the relevant FTE Rate ("**FTE Costs**"), incurred by Arvinas after the establishment of such Target as an Exclusive Target pursuant to Section 2.10 below to conduct the activities pursuant to and in accordance with the Research Plan for such Exclusive Target.

"**Research Program Costs Report**" is defined in Section 7.4.1.

"**Research Program Period**" is defined in Section 7.1.

"**Research Term**" is defined in Section 2.6.

"**Rules**" is defined in Section 14.2.1.

"**Sales**" of a Licensed Product means the amount stated in Licensee's "Sales" line of its externally published audited financial statements with respect to such Licensed Product for such period (excluding sales to any Sublicensees that are not Affiliates). This amount reflects the gross invoice price of such Licensed Product sold or otherwise disposed of (other than for use as clinical supplies or free samples) by Licensee, its Affiliates and Sublicensees reduced by gross-to-net deductions (to the extent applied consistently by Licensee, its Affiliates and Sublicensees with respect to sales of their respective other products) if not previously deducted from the amount invoiced, taken in accordance with the then currently used Accounting Standard as follows:

(a) credits, reserves or allowances granted for (i) damaged, outdated, returned, rejected, withdrawn or recalled Licensed Product, wastage replacement, and short-shipments; (ii) billing errors and (iii) indigent patient and similar programs (*e.g.*, price capitation);

(b) governmental price reductions and government mandated rebates;

(c) chargebacks, including those granted to wholesalers, buying groups and retailers;

(d) customer rebates including cash sales incentives for prompt payment, cash and volume discounts; and

(e) taxes, duties and any other governmental charges or levies imposed upon or measured by the import, export, use, manufacture or sale of a Licensed Product. Income or franchise taxes are excluded.

For the purpose of clarity, sales of Licensed Products between or among any of Licensee, its Affiliates, and their Sublicensees and sales of Licensed Products of any Compulsory Sublicensee shall be excluded from "Sales", but Sales shall include subsequent sales to a Third Party by any such Licensee, Affiliate or Sublicensee.

"**Schedule**" is defined in Section 2.3.

"**Serious**" is defined in Section 5.5.

"**Stage I**" is defined in Section 2.3.

"**Stage II**" is defined in Section 2.3.

"**Sublicensee**" is defined in Section 3.3.2.

"**Substitute**" is defined in Section 2.8.1.

"**Substitute Target**" is defined in Section 2.10.2(b).

"**Substitution Notice**" is defined in Section 2.10.2(b).

"**Target**" means any protein to which a PROTAC, by design, binds in order to achieve its primary mechanism of action of protein degradation, in each case as identified by [**], including all splice variants, mutants, natural variants, etc. reasonably associated with [**].

"**Target Binding Moiety**" is defined in the definition of PROTAC and, for clarity, shall not include [**].

"**Term**" is defined in Section 13.1.

"**Territory**" means worldwide.

"**Third Party**" means any entity other than Arvinas or Genentech or an Affiliate of either.

"**Third Party Infringement Claim**" is defined in Section 8.6.1.

"**Third Party Reviewer**" is defined in Section 3.2.1(a).

"**Third Party Target Reviewer**" is defined in Section 2.10.2(a).

"**Title 11**" is defined in Section 13.3.

"**Transaction**" is defined in Section 3.4.3.

"**US**" means the United States of America and its territories and possessions.

"**Valid Claim**" means, with respect to a particular country, a claim in an issued and unexpired Patent in such country that has not been disclaimed, revoked, held unenforceable, unpatentable or invalid by a decision of a court or other governmental agency of competent jurisdiction, unappealable or unappealed within the time allowed for appeal, and that has not been admitted to be invalid or unenforceable through re-examination, re-issue, disclaimer or otherwise, or lost in an interference proceeding.

"**Valid Claim Licensed Product**" means, with respect to an Exclusive Target, a Licensed Product containing a Licensed PROTAC directed to such Exclusive Target, the sale of which is Covered by a Valid Claim of a Patent (a) within the Arvinas Intellectual Property or Joint New Intellectual Property or Deliverables New Intellectual Property or (b) otherwise owned and controlled by Licensee (i) claiming any invention within the Deliverables or Optimization Deliverables with respect to such Exclusive Target or (ii) for which any representative of Arvinas is a named inventor, which includes Dr. Craig Crews (collectively, subsections (a) and (b), "**Payment-Based Valid Claims**").

"**Valid Claim Licensed Product Royalty Term**" is defined in Section 6.4.1(a).

[**]

"**Work Plan**" is defined in Section 2.3.

"**Yale Agreement**" means the License Agreement between Yale University and Arvinas dated as of July 5, 2013, as previously amended as of May 8, 2014, October 23, 2014 and April 1, 2015, and as amended by that certain letter agreement dated as of the Original Effective Date with respect to this Agreement, which agreement governs Arvinas' rights to certain Arvinas Intellectual Property. The Yale Agreement may be further amended or modified during the Term, subject to Section 11.2(j).

"**Yale Patent Challenge**" is defined in Section 8.8.

"**Yale Patent Sublicensees**" is defined in Section 8.8.

"**Yale Royalties**" is defined in Section 8.8.1.

ARTICLE 2
RESEARCH PROGRAM

2.1 **General**. For each Exclusive Target established as mutually agreed upon by the Parties pursuant to Section 2.10 below, Arvinas and Genentech shall conduct a Research Program in accordance with this Agreement and the Research Plan for such Exclusive Target. Each Party shall comply with all laws, rules and regulations applicable to the conduct and documentation of its Research Program activities. Each Party shall, in performing its obligations under any Research Program, assign responsibilities to those portions of its organization that have the appropriate resources, expertise and responsibility for such obligations.

2.2 **Governance**.

2.2.1 **Joint Research Committee**.

(a) **Establishment of the JRC**. Within [**] after the A&R Effective Date, the Parties shall establish a joint research committee (the "**JRC**"). The JRC shall be composed of at least [**], but no more than [**], representatives designated by each Party (and the Parties need not have the same number of representatives). The representatives shall be appropriate (in terms of their seniority, training, experience, availability, and function) for the tasks being undertaken in the Research Programs and/or Optimization Program(s). Each Party shall bear the expense of its respective representatives' participation on the JRC.

(b) **JRC Co-Leads**. Each Party shall designate one of its JRC representatives as its primary JRC contact for JRC matters (such Party's "**JRC Co-Lead**"). A Party may replace any or all of its JRC representatives (and designated JRC Co-Lead) at any time by notifying the other Party's Alliance Manager in writing (which may be by email). [**] JRC Co-Lead shall be responsible for scheduling JRC meetings and setting meeting agendas and calling emergency JRC meetings.

(c) **Responsibilities of the JRC**. The JRC shall be responsible for performing the following functions:

(i) review and approve each initial Research Plan and initial Optimization Plan;

(ii) review and approve any proposed change to the Completion Criteria of a Research Plan or to the Optimization Completion Criteria of an Optimization Plan;

(iii) monitor the efforts and resources (including FTEs) actually employed for each Research Program as compared to the applicable Research Plan;

(iv) monitor the efforts and resources actually employed for each Optimization Program as compared to the applicable Optimization Plan;

(v) evaluate the progress of each Research Program, as compared with the objectives set forth in this Agreement and the applicable Research Plan;

(vi) evaluate the progress of each Optimization Program, as compared with the objectives set forth in this Agreement and the applicable Optimization Plan;

(vii) oversee the JPT including disputes at the JPT; and

(viii) perform such other functions referred to in a Research Plan or Optimization Plan or as agreed to in writing by the Parties.

(d) **Meetings; Attendees**. Once established, the JRC shall meet at least [**] (unless otherwise agreed by the Parties) during its term of operation and shall meet at such other times as deemed appropriate by the JRC. The JRC may meet in person or via teleconference, video conference or the like, provided that at least [**] shall be held in person, unless otherwise agreed by the Parties. If a Party's JRC representative(s) is unable to attend a given JRC meeting, such Party may designate an alternate to attend such meeting and perform the functions of such absent representative. Each Party may invite a reasonable number of non-voting employees, consultants or scientific advisors to attend JRC meetings, provided that such invitees are bound by appropriate confidentiality obligations.

(e) **Decision Making Authority; Deadlocks**. With respect to the responsibilities of the JRC, each Party shall have one (1) collective vote in all decisions, and the Parties shall attempt to make decisions by consensus. A decision by the JRC shall be made at a JRC meeting; however, a decision by the JRC may also be made without a JRC meeting if such decision is agreed to in writing (including by email) by each Party's JRC Co-Lead (or his or her designee) and each Party's writing clearly indicates that such decision is being made as a formal decision of the JRC without a meeting.

If the JRC cannot reach agreement within [**] of an issue being brought to a vote, then, notwithstanding the Dispute resolution provisions of Article 14, the matter will be referred in writing to an executive of each Party (or such executive's designee). If such executives (or their designees) are unable to reach agreement within [**] of an issue being brought to them hereunder, then [**] shall have the right to finally decide the resolution to such Dispute. Notwithstanding the foregoing, [**] shall not be obligated, as a result of a deciding vote by [**], to (i) perform any initial Optimization Plan that was not approved by [**] JRC members under

Section 5.6.1, (ii) commit greater resources than contemplated in the applicable Research Program's initial agreed upon Research Plan or in the applicable Optimization Program's initial agreed upon Optimization Plan, (iii) perform or obtain scientific capabilities that it does not possess and is not providing, via a Third Party, under the applicable Research Program's initial agreed upon Research Plan or under the applicable Optimization Program's initial agreed upon Optimization Plan, (iv) violate any obligation or agreement it may have with a Third Party; (v) incur costs in excess of what is agreed to under the applicable Research Plan or Optimization Plan, (vi) perform activities beyond the applicable Research Term or Optimization Term or (vii) cause it to violate any law or intellectual property right of any Third Party. Neither the JRC nor [**] (as the final JRC decision maker) has the authority to amend, or to waive compliance with, any provisions of this Agreement.

(f) **Minutes; Other Documentation of Decisions**. The JRC shall keep minutes of its meetings that record in writing all decisions made, action items assigned or completed and other appropriate matters. [**] shall be responsible for keeping such meeting minutes. Meeting minutes shall be sent to both Parties promptly after a meeting for review, comment, and approval by each Party. The JRC shall also maintain records of any JRC decisions taken, per subsection (e) above, outside of a JRC meeting.

(g) **Research Program and Optimization Program Progress Reports to the JRC; Disclosure of Know-How**. At each [**] JRC meeting, the JRC shall receive a written, summary update from the JPT regarding the progress in achieving the applicable Completion Criteria for each Research Program and the applicable Optimization Completion Criteria for each Optimization Program. Genentech may, in its sole discretion, provide information or data within the Genentech Know-How to the JRC to support a Research Program or an Optimization Program. Likewise, Arvinas may, in its sole discretion, provide information or data within the Arvinas Know-How to the JRC to support a Research Program or an Optimization Program, but the Parties acknowledge that Arvinas shall not, unless expressly requested by Genentech in writing, disclose to Genentech (including to Genentech's JRC representatives) any chemical structure information regarding any portion of any Licensed PROTAC directed to any Target for which Genentech has not exercised an Option under Section 3.2.

(h) **Term of JRC Operations**. The JRC shall meet until all Research Terms and, if applicable, all Optimization Terms have expired or been terminated, but in any event until the expiration of the Expansion/Substitution Period. Thereafter, the JRC shall cease operations and perform no further functions under this Agreement.

2.2.2 **Joint Project Team**.

(a) **Establishment of the JPT**. Within [**] after the A&R Effective Date, the Parties shall establish a joint project team (the "**JPT**"). The JPT shall be composed of at least [**], but no more than [**], representatives designated by each Party (and the Parties need not have the same number of representatives). The representatives shall be appropriate (in terms of their seniority, training, experience, availability, and function) for the tasks being undertaken in the Research Programs and Optimization Program(s). Each Party shall bear the expense of its respective representatives' participation on the JPT. A Party's representative on the JPT may not also be a Party's representative on the JRC.

(b) **JPT Co-Leads**. Each Party shall designate one of its JPT representatives as its primary JPT contact for JPT matters (such Party's "**JPT Co-Lead**"). A Party may replace any or all of its JPT representatives (and designated JPT Co-Lead) at any time notifying the other Party's Alliance Manager in writing (which may be by email). [**] JPT Co-Lead shall be responsible for scheduling JPT meetings and setting meeting agendas and calling emergency JPT meetings.

(c) **Responsibilities of the JPT**. The JPT shall be responsible for performing the following functions:

(i) draft each initial Research Plan and initial Optimization Plan and present such plans to the JRC for approval;

(ii) propose, review and approve changes to an approved Research Plan or to an approved Optimization Plan (other than changes to Completion Criteria or Optimization Completion Criteria)

(iii) propose for the JRC's review and approval changes to the Completion Criteria in an approved Research Plan or the Optimization Completion Criteria in an approved Optimization Plan;

(iv) monitor each Party's performance of their respective obligations under each Research Plan and Optimization Plan;

(iv) report to the JRC the progress of each Research Program and Optimization Program; and

(v) serve as the primary conduit for the transfer of materials, data, and information between the Parties for each Research Program and Optimization Program.

(d) **Meetings; Attendees**. Once established, the JPT shall, while there is a Research Program or an Optimization Program either on-going or being planned by the Parties, meet at least [**] (unless otherwise agreed by the Parties), and if there are no Research Program(s) or Optimization Program(s) either on-going or being planned by the Parties, the JPT shall meet at such other times as deemed appropriate by the JPT. The JPT may meet in person or via teleconference, video conference or the like, provided that at least [**] shall be held in person, unless otherwise agreed by the Parties. If a Party's JPT representative is unable to attend a given meeting, such Party may designate an alternate to attend such meeting and perform the functions of such representative. Each Party may invite a reasonable number of non-voting employees, consultants or scientific advisors to attend JPT meetings, provided that such invitees are bound by appropriate confidentiality obligations.

(e) **Decision Making Authority; Deadlocks**. With respect to the responsibilities of the JPT, each Party shall have one (1) collective vote in all decisions, and the Parties shall attempt to make decisions by consensus. A decision by the JPT shall be made at a JPT meeting; however, a decision by the JPT may also be made without a JPT meeting if such

decision is agreed to in writing (including by email) by each Party's JPT Co-Lead (or his or her designee) and each Party's writing clearly indicates that such decision is being made as a formal decision of the JPT without a meeting. If the JPT cannot reach agreement within [**] of an issue being brought to a vote, then, notwithstanding the Dispute resolution provisions of Article 14, the matter will be referred in writing to the JRC for resolution.

(f) **Minutes; Other Documentation of Decisions**. The JPT shall keep minutes of its meetings that record in writing all decisions made, action items assigned or completed and other appropriate matters. [**] shall be responsible for keeping such meeting minutes. Meeting minutes shall be sent to both Parties promptly after a meeting for review, comment, and approval by each Party. The JPT shall also maintain records of any JPT decisions taken, per subsection (e) above, outside of a JPT meeting.

(g) **Research Program and Optimization Program Progress Updates to the JPT; Disclosure of Know-How**. Each Party shall use Diligent Efforts to keep the JPT informed of its activities, if any, under each Research Program and Optimization Program, and Arvinas shall provide the JPT, at each [**] JPT meeting, with a summary update regarding its progress in achieving the Completion Criteria for each Research Program and the Optimization Completion Criteria for each Optimization Program. Genentech may, in its sole discretion, provide information or data within the Genentech Know-How to the JPT to support a Research Program or an Optimization Program. Likewise, Arvinas may, in its sole discretion, provide information or data within the Arvinas Know-How to the JPT to support a Research Program or an Optimization Program, but the Parties acknowledge that, unless expressly requested by Genentech in writing, Arvinas shall not disclose to Genentech (including to Genentech's JPT representatives) any chemical structure information regarding any portion of any Licensed PROTAC directed to any Target for which Genentech has not exercised an Option under Section 3.2.

(h) **Term of JPT Operations**. The JPT shall meet until all Research Terms and, if applicable, all Optimization Terms have expired or been terminated, but in any event until the expiration of the Expansion/Substitution Period. Thereafter, the JPT shall cease operations and perform no further functions under this Agreement.

2.3 **Research Plan**. Within [**] of the establishment of each Exclusive Target pursuant to Section 2.10 below (or within such longer period as is mutually agreed upon by the Parties), Arvinas and Genentech, through the JPT, shall prepare and, through the JRC, agree upon a research plan consistent (unless otherwise agreed by both Parties in writing) with the general research plan outline attached hereto under Appendix A (Research Plan Outline), including a Budget equal to the general budget set forth under Appendix A, for such Exclusive Target (each, a "**Research Plan**"). The Research Plan shall set forth in reasonable detail the activities, including timelines and budgets therefor (including any relevant FTE requirements for Arvinas), of each of the Parties to use Diligent Efforts in order to identify Licensed PROTACs that demonstrate (a) *in vitro* protein degradation of the Exclusive Target ("**Stage I**") and (b) certain *in vitro*[**]and *in vivo*[**]activity ("**Stage II**"). For each of Stage I and Stage II of the Research Program, the Research Plan shall include scope of activities ("**Work Plan**"), timeline ("**Schedule**"), estimated costs and expenses ("**Budget**"), criteria for completion ("**Completion Criteria**") and deliverables to be provided, including the Evaluation Materials (as may be provided under Section 3.2.1) and the Lead PROTAC Dossier (as may be provided under Section 3.2.4) (collectively, the "**Deliverables**").

It is understood the Research Plan shall not include IND enabling activities, such as preparation for regulatory filings and the like, except as the Parties may agree on a case-by-case basis and in writing to collaborate on such IND enabling activities and include such activities in reasonable detail in the Research Plan. Notwithstanding the foregoing, Arvinas shall provide any authorizations, consents, references, or other documentation, including permission to cross-reference any relevant INDs previously filed by Arvinas, as necessary to support IND enabling activities in the Field in the Territory for a particular Licensed Product for which Genentech has exercised its Option under Section 3.2. As referenced throughout this Agreement, the "**Research Plan**" shall include the initial Research Plan prepared in accordance with this Section 2.3 and any revisions to such Research Plan as expressly contemplated under this Agreement or as otherwise agreed upon by the Parties in writing.

The Research Plans for the two (2) Initial Targets were approved by the Parties on the Original Effective Date and were attached as Exhibits 2.3(a) and 2.3(b) to the Original Agreement.

2.4 **Subcontractors**. Arvinas may not subcontract portions of its work under the Research Plan to Affiliates or Third Parties without Genentech's prior written consent, such consent not to be unreasonably withheld or delayed; provided that each such consent shall require that such subcontract is consistent with the relevant terms and conditions of this Agreement, including that (a) no intellectual property of such Third Party subcontractor shall be utilized or incorporated into such subcontracted portion, and (b) any intellectual property resulting from such subcontracted portion shall be assigned to Arvinas such that such intellectual property shall be deemed "Controlled" by Arvinas and included within the Joint New Intellectual Property or Arvinas New Intellectual Property, as appropriate, hereunder. As of the Original Effective Date, Genentech consented to Arvinas subcontracting with [**] to conduct services with respect to the Research Programs by and on behalf of Arvinas. Genentech may subcontract portions of its work under the Research Program to Affiliates or Third Parties; provided that each such subcontract is consistent with the relevant terms and conditions of this Agreement including that any intellectual property resulting from such subcontracted portion shall be assigned to Genentech such that such intellectual property shall be deemed "Controlled" by Genentech and included within the Joint New Intellectual Property hereunder or Genentech New Intellectual Property, as appropriate, hereunder. In any case, the subcontracting Party shall remain responsible (at its cost) for and shall ensure that each subcontractor complies with the terms and conditions of this Agreement.

2.5 **Conduct; Costs**.

2.5.1 **Research Plan Approval**. Following the establishment of the JRC, unless the relevant Research Plan has been approved in writing by the Parties prior to such date, the JRC shall review and approve the initial Research Plan for each Exclusive Target, which plan shall be prepared by the JPT in accordance with Section 2.3. During the Research Term for each Exclusive Target, the JPT shall, as necessary or desired from time-to-time, propose and approve revisions to such initially approved Research Plan; except that any proposed revisions to the Completion Criteria of an approved Research Plan require the JRC's approval prior to implementation. In the event of any conflict or inconsistency between the main body of this Agreement and any Research Plan, the terms and conditions of the main body of this Agreement shall prevail.

For clarity and as noted elsewhere in this Agreement, as of the A&R Effective Date, (i) the Research Program for the Initial Target [**] has been terminated, and thus [**] is no longer an Exclusive Target, and (ii) the Research Program for the other Initial Target, [**], has been terminated per Section 3.2.4(a) as a result of Genentech's exercise, as of the A&R Effective Date, of its Option for such Target.

2.5.2 **Arvinas**. For each Exclusive Target established pursuant to Section 2.10 below, Arvinas shall use Diligent Efforts to conduct its activities under the relevant Research Plan during the relevant Research Term. Arvinas shall devote such numbers of scientists, with the requisite qualifications, as the Research Program may require to meet such Diligent Efforts requirement, but in no event, unless the JPT or JRC otherwise agrees, shall Arvinas devote less than any specific numbers of FTEs set forth in the applicable Research Plan. For clarity, Arvinas shall not be obligated to conduct work for any Exclusive Target unless and until the relevant initial Research Plan (including the relevant Budget) is agreed upon by the JRC in accordance with Section 2.3, which Research Plan (and Budget) may be revised by the JPT or JRC, as applicable, in accordance with Section 2.5.4 below. The Parties agree that Arvinas shall not be obligated to incur any Research Program Costs with respect to any Research Program in excess of the relevant Budget for such Research Program as agreed upon hereunder by the JPT or JRC, as applicable, or otherwise in writing; provided that Arvinas may only suspend its activities under the relevant Research Plan (i) in the event the Research Program Costs incurred by Arvinas exceed the relevant Budget for such Research Program that has been agreed upon hereunder by the JPT or JRC, as applicable, (ii) as otherwise expressly permitted under this Agreement, or (iii) as otherwise agreed in writing by the Parties.

2.5.3 **Genentech**. Genentech shall perform its obligations under each Research Program using such number of Genentech FTEs as it deems appropriate to conduct activities delegated to it under such Research Program.

2.5.4 **Costs**. Except as otherwise expressly provided in this Agreement or agreed to by the Parties in writing, each Party shall be responsible for any costs it incurs in performing activities under each Research Program or otherwise under this Agreement, including the costs of providing information or materials to the other Party.

(a) In the event the Completion Criteria for Stage I and/or Stage II for a given Research Program will not be achieved by the time the Research Program Costs incurred by Arvinas exceed the initial Budget for such Research Program prepared in accordance with Section 2.3, Arvinas shall notify Genentech's Alliance Manager in writing of such event at least [**] prior to the start of the calendar month in which such event will occur, and the following shall apply:

(i) The JPT or, if applicable, JRC shall, within a period not to exceed [**] after the date of Genentech's receipt of Arvinas' notice pursuant to Section 2.5.4(a) above, agree on revisions to the Research Plan (including Work Plan, Schedule, Budget and Completion

Criteria) for such Research Program as reasonably requested by Genentech; provided that the revised Research Plan is consistent with the general scope of the original Research Plan and requires no greater numbers of FTEs that were devoted to the original Research Plan, and that the activities under the revised Research Plan will be completed within [**] from the date such initial Budget is exceeded. Notwithstanding the foregoing, such [**] period shall be extended by the Parties for a period not to exceed an additional [**] as reasonably requested by Genentech if the Parties are continuing to revise in good faith such Research Plan at the end of such [**] period; and

(ii) Genentech may elect, at its sole discretion and by notifying Arvinas's Alliance Manager in writing within [**] of mutual agreement on a revised Research Plan (and Budget) as provided in Section 2.5.4(a)(i), to continue to conduct such Research Program in accordance with this Agreement and the Research Plan as revised pursuant to Section 2.5.4(a)(i) above, and Genentech shall reimburse Arvinas for any Research Program Costs incurred by Arvinas in excess of the initial Budget for such Research Program as provided in Section 7.1; provided that Arvinas shall be solely responsible for any such Research Program Costs unless and until the JPT or, if applicable, JRC has approved such Research Program Costs in the revised Budget. Notwithstanding the foregoing, such [**] period shall be extended by the Parties for a period not to exceed an additional [**] as reasonably requested by Genentech if required to secure the relevant internal approvals.

(iii) Notwithstanding the foregoing, if the JPT or, if applicable, JRC, despite good faith efforts, does not agree on a revised Research Plan (and Budget) as set forth in Section 2.5.4(a)(i) or if Genentech does not elect to continue to conduct the relevant Research Program as set forth in Section 2.5.4(a)(ii) above, in either case, within the time periods set forth therein, then, unless Genentech exercises its right to request an early receipt of the Deliverables and Evaluation Materials pursuant to Section 3.2.1(b), the relevant Research Program shall terminate as of the end of the time periods set forth therein, which termination shall be deemed made in accordance with Section 13.4 (but without any [**] delay), and shall be subject to Sections 2.6 and 13.5, as applicable.

(b) In the event the Completion Criteria for Stage I and/or Stage II for a given Research Program will not be achieved by the time the Research Program Costs incurred by Arvinas exceed the revised Budget for such Research Program prepared in accordance with this Section 2.5.4(a)(i) above, Arvinas shall notify Genentech's Alliance Manager in writing of such event at least [**] prior to the start of the calendar month in which such event will occur, and Genentech may elect, at its sole discretion, to exercise its right to request an early receipt of the Deliverables and Evaluation Materials pursuant to Section 3.2.1(b). If Genentech does not elect to exercise its right to request an early receipt of the Deliverables and Evaluation Materials pursuant to Section 3.2.1(b), before the Research Program Costs incurred by Arvinas exceed such revised Budget, then the relevant Research Program shall terminate as of the date the Research Program Costs incurred by Arvinas exceed the revised Budget for such Research Program, which termination shall be deemed made in accordance with Section 13.4 (but without any [**] delay), and shall be subject to Sections 2.6 and 13.5 below, as applicable.

2.6 **Research Term; Termination**. The Research Program for a particular Exclusive Target shall commence upon the initiation of activities under the Research Plan for such Exclusive Target and shall continue, unless earlier terminated in accordance with the provisions of this Agreement, until the termination of the Research Program for such Exclusive Target in accordance with Section 3.2, but no longer than [**] directed to such Exclusive Target, unless otherwise mutually agreed upon the Parties (each, a "**Research Term**").

2.6.1 In the event, upon any termination of the Research Program for a particular Exclusive Target that is an Initial Target or that is an Expansion Target for which the Expansion Target Payment has been made, the Research Program Costs incurred by Arvinas have not equaled the initial Budget for such Research Program prepared in accordance with Section 2.3 for such Exclusive Target, the amount of such remaining Budget for such Exclusive Target shall be applied as a credit towards any amounts due as reimbursement for the Research Program Costs incurred by Arvinas for any Substitute Target for such Exclusive Target in accordance with Section 2.8.2. Arvinas shall notify Genentech in writing of any such residual amount within [**] following the end of the calendar quarter in which such termination occurred. Genentech shall have the right, at its election, to apply the amount of such remaining Budget as a credit towards any payments subsequently owed to Arvinas hereunder (other than a payment to be made under Section 6.1(b) or 6.2 in conjunction with the execution of this Agreement).

As of the A&R Effective Date, Genentech has a [**] U.S. dollar (US$[**]) credit under this subsection as a result of the termination of the Research Programs for the Initial Targets.

2.6.2 Upon any termination of the Research Program for a particular Exclusive Target in accordance with the provisions of this Agreement, Arvinas shall return or destroy (and provide written certification thereof) any Genentech Compounds (including any such Genentech Compounds as contained or incorporated in any PROTAC or any Deliverables), and Arvinas shall not use any Confidential Information of Genentech (including any such information regarding the Genentech Compounds as provided by Genentech or as contained or incorporated in the Deliverables) in any subsequent efforts conducted by Arvinas, its Affiliates or their respective Third Party licensees with respect to any such Exclusive Target (other than pursuant to an ongoing Research Program under this Agreement), unless and until such Confidential Information is no longer considered "confidential" under the exclusions to the confidentiality obligations under Article 9 of this Agreement.

2.6.3 Upon any termination of the Research Program for a particular Exclusive Target pursuant to Section 2.5.4, 2.7.3, 2.8.2, 2.11 or 3.2.5 (but not any termination upon exercise of the Option with respect to such Exclusive Target pursuant to Section 3.2.4), Genentech shall return or destroy (and provide written certification thereof) any Deliverables (including any remaining quantities of any Evaluation Materials) that have been provided to Genentech with respect to such Exclusive Target, and Genentech shall not use any Confidential Information of Arvinas provided hereunder with respect to such Exclusive Target (including any such information regarding the Deliverables as provided by Arvinas or as contained or incorporated in such Deliverables), unless and until such Confidential Information is no longer considered "confidential" under the exclusions to the confidentiality obligations under Article 9 of this Agreement.

2.7 **Election to Advance**.

2.7.1 **Completion of Stage I**. Upon achievement of the Completion Criteria for Stage I under a Research Plan for a particular Exclusive Target, Arvinas shall suspend its activities under the relevant Research Plan and provide to the JPT Co-Leads the Deliverables with respect to Stage I for such Exclusive Target, including a summary report that includes results of the assays for any Licensed PROTAC(s) directed to such Exclusive Target conducted in evaluating *in vitro* protein degradation of such Exclusive Target in accordance with the Completion Criteria for Stage I of the Research Plan, without disclosing the chemical structures of such Licensed PROTACs (such Licensed PROTACs, the "**Lead PROTACs**"). Following Genentech's receipt of the Deliverables with respect to Stage I for such Exclusive Target, Genentech shall have the right, in its sole discretion, to elect whether to advance the Research Program for such Exclusive Target to Stage II. The relevant Deliverables (and any Confidential Information contained or incorporated in such Deliverables to the extent such information does not fall within any exclusions under Section 9.2) shall remain the property and Confidential Information of Arvinas, and shall be used by Genentech for the sole purpose of evaluating whether or not to make any such election or an election to exercise the relevant Option, unless and until the Option to the relevant Exclusive Target has been exercised. Unless and until the Option to the relevant Exclusive Target has been exercised, Genentech shall not sell, transfer or disclose any such Deliverables (and including any Confidential Information contained or incorporated in such Deliverables to the extent such information does not fall within any exceptions under Section 9.2) to any other Person, without first receiving the prior written consent of Arvinas, which consent shall not be unreasonably withheld.

Genentech may exercise such right by notifying Arvinas's Alliance Manager in writing ("**Election Notice**") at any time during the period from Genentech's receipt of the Deliverables with respect to Stage I for such Exclusive Target until [**] thereafter ("**Election Period**"); provided that in the event of a good faith dispute between the Parties as to whether or not the Completion Criteria for Stage I of the Research Plan have been achieved, Arvinas shall provide, at Genentech's request, any additional information that is within the scope of the Research Plan and Budget and reasonably necessary to determine the achievement of the Completion Criteria for Stage I of the Research Plan for such Exclusive Target (including performing any mutually agreed additional activities to generate such additional information that are to be reimbursed in accordance with Section 2.5.2) and the Election Period shall toll from the time of such request until Genentech's receipt of such additional information, or as otherwise mutually agreed upon by the Parties. For clarity, any additional information provided to Genentech pursuant to this Section shall be deemed included in the Deliverables.

The Parties shall not conduct any further activities under the Research Plan for such Exclusive Target unless and until Genentech, in its sole discretion, elects to advance the Research Program for such Exclusive Target pursuant to this Section; provided that in the event an Election Notice is not provided to Arvinas within the Election Period (as may be extended as set forth above), Genentech shall be deemed to have elected to not advance the Research Program for such Exclusive Target and to terminate the Research Program in accordance with Section 2.7.3 below.

2.7.2 **Advancement**. Upon receipt of an Election Notice to advance the Research Program for a particular Exclusive Target in accordance with Section 2.7.1 above, the Parties shall continue to conduct the Research Program in accordance with this Agreement and the Research Plan for such Exclusive Target.

2.7.3 **Non-Advancement**. In the event an Election Notice is not provided to Arvinas within the Election Period (as may be extended as set forth above) for a particular Exclusive Target pursuant to Section 2.7.1 above, the Research Program for such Exclusive Target shall terminate, and this Agreement shall be deemed terminated with respect to such Exclusive Target in accordance with Section 13.4 (but without any [**] delay), subject to Sections 2.6 and 13.5 below as applicable. Notwithstanding the foregoing, Genentech shall have the right to Substitute such Exclusive Target pursuant to Section 2.8.1(b) below, at no additional cost or expense except as expressly set forth under Section 2.8.2 below.

2.8 **Target Substitution**.

2.8.1 During the Expansion/Substitution Period, Genentech shall have the right, at no additional cost or expense, to substitute for an Exclusive Target and designate a different Proposed Target as an Exclusive Target ("**Substitute**") by providing a Substitution Notice to Arvinas in accordance with the procedures set forth under Section 2.10.2 below as follows:

(a) in the event that, through no fault of Genentech, Arvinas has not yet commenced its activities under the Research Plan for a particular Exclusive Target, Genentech may Substitute for such Exclusive Target, [**] pursuant to this Section 2.8.1(a);

(b) in the event that no Licensed PROTAC identified under Stage I of the Research Plan for a particular Exclusive Target demonstrates achievement of the Minimum Protein Degradation Criteria with respect to such Exclusive Target within the first [**] of the later of (i) commencement of the Research Program for such Exclusive Target and (ii) receipt by Arvinas of any Genentech Compounds to be provided to Arvinas as set forth in the relevant Research Plan, Genentech may Substitute for such Exclusive Target, [**] pursuant to this Section 2.8.1(b); provided, however, that Genentech may only Substitute such Exclusive Target *[**]* pursuant to this Section 2.8.1(b) if the particular Exclusive Target was in the first instance one of its first [**] Expansion Targets designated as an Exclusive Target under Section 2.10.2;

(c) in the event, at any time prior to the end of the applicable Option Period, Genentech terminates the Research Program in accordance with this Agreement for any Exclusive Target that was either an Initial Target or a Substitute for an Initial Target, Genentech may Substitute for such Exclusive Target [**] pursuant to this Section 2.8.1(c); and

(d) in the event, at any time prior to the end of the applicable Option Period, Genentech terminates the Research Program in accordance with this Agreement for any Exclusive Target that is one of its first [**] Expansion Targets designated as an Exclusive Target under Section 2.10.2 (or a Substitute made under Section 2.8.1(a) or (b) above for any such Expansion Target), Genentech may Substitute for such Exclusive Target [**] pursuant to this Section 2.8.1(d).

For clarity, the Parties agree that, except for the substitution right provided in Section 2.8.1(a) above, Genentech shall have no right to Substitute under this Section 2.8 for any Exclusive Target that is one of the [**] Expansion Targets designated as an Exclusive Target under Section 2.10.2.

The Parties agree that, as of the A&R Effective Date, (1) no Licensed PROTAC identified under Stage I of the Research Plan for Genentech's Initial Target of [**] achieved the Minimum Protein Degradation Criteria within the first [**] of the later of (i) commencement of the [**] Research Program and (ii) receipt by Arvinas of any Genentech Compounds to be provided under the [**] Research Plan, (2) Genentech notified Arvinas in writing that it terminated the [**] Research Program, and (3) Genentech may, per subsection (b) above, Substitute for [**] under the process in Section 2.10.2.

2.8.2 Once a Substitute Target for a particular Exclusive Target is established pursuant to Section 2.10.2, if not previously terminated as expressly permitted hereunder, the Research Program for such Exclusive Target shall be deemed terminated, and this Agreement shall terminate with respect to such Exclusive Target in accordance with Section 13.4 (but without any [**] delay), subject to Sections 2.6 and 13.5 as applicable. For each Substitute Target that becomes a new Exclusive Target as a substitute for an old Exclusive Target pursuant to Section 2.10.2, the JPT and JRC shall establish, in accordance with Section 2.3, a new Research Plan, including a new Budget, for such Substitute Target, and Genentech shall reimburse Arvinas for its Research Program Costs to conduct its activities under the new Research Plan in accordance with Section 7.1 to the extent such Research Program Costs are in excess of any credit available pursuant to Section 2.6.1.

2.9 **Research Records**. Each Party shall maintain records of each Research Program (or cause such records to be maintained) in sufficient detail and in good scientific manner as will properly reflect all work done and results achieved by or on behalf of such Party in the performance of such Research Program. All laboratory notebooks shall be maintained for no less than the term of any Patent issuing therefrom. All other records shall be maintained by each Party during the relevant Research Term and for [**] thereafter. All such records of a Party shall be considered such Party's Confidential Information.

2.10 **Designation of Exclusive Targets**.

2.10.1 **Initial Targets**. The Parties agree and acknowledge that the Initial Targets identified on Exhibit 1.74 were designated, as of the Original Effective Date, as "Exclusive Targets" under this Agreement. As noted earlier, as of the A&R Effective Date, Genentech's right, under Section 2.8.1(b), to nominate a Proposed Target under Section 2.10.2 as a Substitute Target has been triggered for its Initial Target of [**] due to termination of the Research Program with respect to [**]. In addition, pursuant to Section 3.2.3,Genentech hereby, as of the A&R Effective Date, notifies Arvinas that it is exercising its Option for its other Initial Target, [**], which Arvinas agrees qualifies as a timely provided Option Notice under Section 3.2.3 for such Initial Target.

2.10.2 **Expansion Targets and Substitute Targets**.

(a) Appointment of a Third Party Target Reviewer. Within [**] after the A&R Effective Date, the Parties shall enter into a mutually acceptable three-way confidentiality agreement with a mutually agreed upon Third Party willing to perform, throughout the remainder of the Expansion/Substitution Period, the Expansion Target and Substitution Target nomination/designation/rejection/notice process described below in this Section 2.10.2 (the "**Third Party Target Reviewer**"); however, at any time, the Parties may, by mutual agreement, change the person or entity serving as the Third Party Target Reviewer.

(b) **Nomination of Expansion Targets or Substitute Targets**. At any time during the Expansion/Substitution Period, Genentech may, by notifying the Third Party Target Reviewer in writing, nominate a Proposed Target as an additional Target (an "**Expansion Notice**") or, as relevant, as a substitute Target for an Exclusive Target (a "**Substitution Notice**"), to be included as an Exclusive Target under this Agreement (an "**Expansion Target**" or "**Substitute Target**," respectively). Such notices shall include both the common name and [**] of the Proposed Target. Genentech may include up to a maximum of [**] Expansion Targets under this Agreement pursuant to this Section 2.10.2, and Genentech may Substitute an Exclusive Target under this Agreement solely as set forth in Section 2.8 above.

In conjunction with its Expansion Notice or Substitution Notice, whichever is applicable, to the Third Party Target Reviewer, Genentech will also notify Arvinas in writing that it has submitted an Expansion Notice or Substitution Notice, but will not identify the Proposed Target to Arvinas. Within [**] after receipt of Genentech's notice, Arvinas shall provide the Third Party Target Reviewer with a complete and accurate written list of all Excluded Targets as of the date of Arvinas' receipt of Genentech's notice regarding its Expansion Notice or Substitution Notice, which list shall include the common name and [**] of each Excluded Target and shall also identify for each Excluded Target whether such Target is considered an Excluded Target due to "clause (i) of the definition of Excluded Target", "clauses (ii), (iii), or (iv) of the definition of Excluded Target", or "clause (v) of the definition of Excluded Target", whichever is applicable.

If the information in an Expansion Notice or Substitution Notice or in Arvinas' list of then-Excluded Targets is insufficient for the Third Party Target Reviewer to determine under Section 2.10.2(c) whether the Proposed Target is or is not an Excluded Target, then Genentech and/or Arvinas shall provide the Third Party Target Reviewer with such additional information as requested by the Third Party Target Reviewer as reasonably necessary to make such determination, which may include amino acid sequences.

Notwithstanding the process set forth in this Section 2.10.2, the Parties agree and acknowledge that the [**] Expansion Targets identified on Exhibit 2.10.2(b) are designated, as of the A&R Effective Date, as "Expansion Targets" under this Agreement, and the Parties' rights and obligations under this Agreement with respect to Exclusive Targets that are Expansion Targets shall apply accordingly. Genentech shall make Expansion Target Payments pursuant to Section 6.2 with respect to such [**] Expansion Targets.

(c) **Target Availability**. The Third Party Target Reviewer shall promptly, but no later than [**] after receiving Arvinas' list under Section 2.10.2(b), determine whether the Proposed Target is or is not an Excluded Target based on Arvinas' list of then-Excluded Targets.

(d) **Notice of Excluded Target or not Excluded Target**. If the Third Party Target Reviewer determines under Section 2.10.2(c) that the Proposed Target is not an Excluded Target, then (i) the Third Party Target Reviewer will promptly notify both Parties in writing, informing them that such Proposed Target was not an Excluded Target and disclosing to them the identity of such Target and its [**], (ii) subject to Section 2.10.2(e), such Proposed Target

shall be designated as an "Expansion Target" or "Substitute Target," as applicable, and (iii), subject to receipt by Arvinas of a corresponding Expansion Target Reservation Fee or Expansion Target Payment due as provided under Sections 2.10.2(f)(i) and (ii) below, an "Exclusive Target" under this Agreement, and the Parties' rights and obligations with respect to Exclusive Targets under this Agreement shall apply to such Expansion Targets and Substitute Targets that become Exclusive Targets accordingly.

If, however, the Third Party Target Reviewer determines under Section 2.10.2(c) that the Proposed Target is an Excluded Target, then (i) the Third Party Target Reviewer shall promptly notify both Parties' Alliance Managers in writing, informing them that the Proposed Target was an Excluded Target (but without disclosing the identity or [**] of such Target to Arvinas) and identifying, per Arvinas' list, whether such Target was considered an Excluded Target due to "clause (i) of the definition of Excluded Target", "clauses (ii), (iii) or (iv) of the definition of Excluded Target", or "clause (v) of the definition of Excluded Target", whichever is applicable, and (ii) such Proposed Target shall not be designated as an Expansion or Substitution Target, whichever is applicable.

For clarity, the Parties agree that the Third Party Target Reviewer shall not disclose to Genentech any Excluded Target that is not also a Proposed Target and shall not disclose, except as expressly permitted in this Section 2.10.2(d), any Proposed Target to Arvinas, an Arvinas Affiliate, or any other Third Party.

(e) **Mis-Determination Notice**. In the event that the Third Party Target Reviewer notifies the Parties under Section 2.10.2(d) that a given Proposed Target was not an Excluded Target but Arvinas believes that such determination was made in error, Arvinas shall notify Genentech and the Third Party Target Reviewer in writing (a "**Mis-Determination Notice**") as soon as practicable and in any event within no more than [**] of Arvinas' receipt of the Third Party Target Reviewer's notice. Within [**] of sending the Mis-Determination Notice, Arvinas shall submit to the Third Party Target Reviewer documentary evidence that the relevant Proposed Target was an Excluded Target at the time of Arvinas' receipt of the applicable notice from Genentech under Section 2.10.2(b) ("**Documentary Evidence**"). The Third Party Target Reviewer shall promptly review the Documentary Evidence to determine whether its previous determination under Section 2.10.2(c) was made in error and shall notify the Parties concurrently in writing whether the Proposed Target was in fact an Excluded Target or not. If the Third Party Target Reviewer determines that the Proposed Target was in fact an Excluded Target, notwithstanding Section 2.10.2(d), the Proposed Target shall, with retroactive effect, no longer be deemed as an "Expansion Target" or "Substitute Target," as applicable, under this Agreement, and for clarity, no corresponding payment shall be due under Section 2.10.2(f). The relevant date for purposes of the Documentary Evidence shall be the date as of which Arvinas and Genentech have both submitted their respective lists to the Third Party Target Reviewer for the relevant nomination.

(f) **Established Expansion Targets or Substitute Targets**.

(i) For each proposed Expansion Target that the Third Party Target Reviewer determines under Section 2.10.2(c) is not an Excluded Target, unless such determination is reversed pursuant to Section 2.10.2(e), Genentech shall owe to Arvinas a payment (which shall be deemed applicable to such Expansion Target) of either (i) the Expansion Target Reservation Fee or (ii) the Expansion Target Payment, which amount shall be paid to Arvinas within [**] of the later of Genentech's receipt of the Third Party Target Reviewer's notice under Section 2.10.2(d) regarding such Target or Genentech's receipt of the Third Party Target Reviewer's notice under Section 2.10.2(e) regarding such Target, if applicable, and such Proposed Target shall be designated as an "Exclusive Target" as set forth above as of the date of such payment. For clarity, in the event that neither such payment is made to Arvinas within the period specified above, the Proposed Target shall no longer be designated as an "Expansion Target" under this Agreement and all rights and obligations of the Parties under this Agreement with respect to such Target shall be deemed terminated.

Notwithstanding the foregoing, the Parties shall not, and Arvinas shall have no obligation to, commence activities under the Research Plan for an Expansion Target (or any permitted Substitute Target therefor) unless and until Genentech has paid to Arvinas an amount equal to the Expansion Target Payment for the relevant Expansion Target (or the relevant permitted Substitute Target therefor), less any Expansion Target Reservation Fee paid for such Expansion Target. If Genentech fails to pay Arvinas the total amount of the Expansion Target Payment for an Expansion Target (or the relevant permitted Substitute Target therefor) before expiration of the Expansion/Substitution Period, then after the expiration of the Expansion/Substitution Period, such Expansion Target (or the relevant permitted Substitute Target therefor) shall no longer be designated as an "Expansion Target" or "Exclusive Target" under this Agreement, and all rights and obligations of the Parties under the Research Program and this Agreement with respect to such Target shall be deemed terminated in accordance with Section 13.4 (but without any [**] delay), subject to Sections 2.6 and 13.5 below, as applicable.

(ii) For clarity, for any proposed Substitute Target that the Third Party Target Reviewer determines under Section 2.10.2(c) or, if applicable, Section 2.10.2(e), is not an Excluded Target and that substitutes a Target (whether such Target is an Expansion Target or Substitute Target) that was first accepted as an Expansion Target and for which the Expansion Target Reservation Fee or the Expansion Target Payment has not been paid to Arvinas, Section 2.10.2(f)(i) shall apply to such Substitute Target as an Expansion Target for which such amounts would be owed to Arvinas, subject to termination if Genentech fails to pay such amounts within the relevant periods specified in such Section 2.10.2(f)(i).

(iii) For clarity, the Expansion Target Payment shall be payable only once for each Expansion Target (or any permitted Substitute Target therefor), and in no event shall the total amount to be paid by Genentech in the form of Expansion Target Payments for Expansion Targets exceed [**] U.S. dollars (US$[**]).

(g) **Alternative Targets**. In the event any Proposed Target is determined by the Third Party Target Reviewer to be an Excluded Target in accordance with Section 2.10.2(c) or, if applicable, Section 2.10.2(e), Genentech shall have the right to nominate another Proposed Target in lieu of such Proposed Target within the Expansion/Substitution Period to be included as an Exclusive Target under this Agreement pursuant to Section 2.8 or this Section 2.10.2 above, as relevant, and such alternative Proposed Target shall be accepted or rejected in accordance with Section 2.10.2(c) or, if applicable, Section 2.10.2(e).

(h) **Audit Right regarding Certain Excluded Targets**. If a Proposed Target is rejected as an Exclusive Target under this Section 2.10.2 because [**], Genentech may, by notifying Arvinas's Alliance Manager in writing within [**] of receipt of the Third Party Target Reviewer's notice of such rejection pursuant to Section 2.10.2(d) or, if applicable, Section 2.10.2(e), request to verify that such rejected Proposed Target was actually an Excluded Target by having a single representative from an independent, internationally recognized intellectual property law firm and/or a single pharmaceutical industry consultant, in either case, selected by Genentech and acceptable to Arvinas (the "**Target Auditor**") review Arvinas's applicable written records. Genentech may exercise its rights under this Section 2.10.2(h) on [**] rejected Proposed Targets per calendar year, even if the number of rejected Proposed Targets exceeds [**] during such calendar year.

Arvinas shall, within [**] following its receipt of Genentech's notice in the preceding paragraph, make complete and accurate copies of all of its relevant written records available (*e.g.*, contracts, term sheets, lab notebooks, test results, *etc*.), at a mutually agreeable time during its regular business hours, for inspection by the Target Auditor at such place or places where such records are customarily kept, solely to determine whether or not such rejected Proposed Target was an Excluded Target [**] at the time of Arvinas's receipt of the applicable notice from Genentech under Section 2.10.2(b). The Target Auditor shall, during such visit, discuss its findings with Arvinas prior to finalizing any conclusion in order to afford Arvinas the opportunity to present its rationale for issuance of the rejection. The Parties shall use all reasonable efforts to conduct and conclude any such inquiry in a prompt and efficient manner and with minimal disruption to Arvinas' operations.

Prior to any audit hereunder, the Target Auditor shall enter into a written confidentiality agreement with Arvinas that (i) limits the Target Auditor's use of Arvinas's records to the verification purpose described above; (ii) limits the information that the Target Auditor may disclose to Genentech to solely whether or not such rejected Proposed Target was an Excluded Target [**] at the time of Arvinas' receipt of the applicable notice from Genentech under Section 2.10.2(b); and (iii) prohibits the disclosure of any information contained in such records to any Third Party for any purpose. The Parties agree that all information subject to review hereunder and/or provided by the Target Auditor to Genentech is Arvinas's Confidential Information, and neither Genentech nor the Target Auditor shall use any such information for any purpose that is not germane to this Section 2.10.2(h). Upon concluding its audit, the Target Auditor shall promptly deliver its conclusion in writing to each Party and shall deliver a summary of the reasons for its findings to Arvinas.

If the Target Auditor concludes that the rejected Proposed Target was an Excluded Target [**] at the time of Arvinas's receipt of the applicable notice from Genentech under Section 2.10.2(b), then the audit is concluded and no further consequences result. However, if the Target Auditor concludes that the rejected Proposed Target was not an Excluded Target [**] at the time of Arvinas's receipt of the applicable notice from Genentech under Section 2.10.2(b) and thus should have been designated an Exclusive Target, such Proposed Target shall, as of the Parties' receipt of the Target Auditor's conclusion, be automatically designated as an Exclusive Target retroactively to the date Arvinas received the nominating notice.

Any audit under this Section 2.10.2(h) shall be at Genentech's sole expense; provided, however, Arvinas shall promptly reimburse Genentech for the reasonable fees of an audit in which the Target Auditor properly concluded that the rejected Proposed Target was not an Excluded Target [**] at the time of Arvinas's receipt of the nominating notice and thus should have been designated an Exclusive Target.

2.11 **Termination of Research Program**. Genentech may terminate the Research Program for a particular Exclusive Target, with or without cause, in accordance with Section 13.4 as a termination of this Agreement pursuant to Section 13.4 with respect to such Exclusive Target at any time, subject to Sections 2.6 and 13.5 below, as applicable.

ARTICLE 3
LICENSES AND OPTIONS

3.1 **Non-Exclusive Research Licenses**.

3.1.1 During each Research Term, Genentech hereby grants to Arvinas a nonexclusive license in the Territory under any relevant Know-How and Patents Controlled by Genentech solely to the extent required for conducting the relevant Research Program in accordance with the Research Plan.

3.1.2 During each Research Term, Arvinas hereby grants to Genentech a nonexclusive license in the Territory under the Arvinas Intellectual Property solely to the extent required for conducting the relevant Research Program in accordance with the Research Plan.

3.1.3 During each Optimization Term, Genentech hereby grants to Arvinas a nonexclusive license in the Territory under any relevant Know-How and Patents Controlled by Genentech solely to the extent required for conducting the relevant Optimization Program in accordance with the Optimization Plan.

3.1.4 During each Optimization Term, Arvinas hereby grants to Genentech a nonexclusive license in the Territory under the Arvinas Intellectual Property solely to the extent required for conducting the relevant Optimization Program in accordance with the Optimization Plan.

3.1.5 All rights under this Section 3.1 shall be personal and non-sublicensable except to the extent necessary for the permitted subcontracted work under Section 2.4 or for a permitted assignment of this Agreement in accordance with Section 15.3.

3.2 **Option for Exclusive License.** For each Exclusive Target, Arvinas hereby grants to Genentech an Option to obtain the right to exercise an Exclusive License with respect to such Exclusive Target as follows:

3.2.1 **During or Upon Completion of Stage II**.

(a) Upon achievement of the Completion Criteria for Stage II under a Research Plan for a particular Exclusive Target, Arvinas shall suspend its activities under the relevant Research Plan and provide to the JPT Co-Leads the Deliverables with respect to Stage II

for such Exclusive Target, including a summary report that includes results that [**] in accordance with the Completion Criteria for the Stage II of the Research Plan, without disclosing the chemical structures of such Lead PROTACs. Together with the Deliverables with respect to Stage II for such Exclusive Target to be provided in this Section 3.2.1 above, Arvinas shall provide the following materials (such materials described under subsections (i) and (ii) of this Section below, "**Evaluation Materials**") for evaluation in order for Genentech to decide whether or not to exercise the Option: (i) "blinded" samples of the Lead PROTACs (without disclosing the chemical structures) to Genentech, and (ii) the chemical structures of the Lead PROTACs, and disclosures of all New Intellectual Property made by or behalf of Arvinas in the course of performance of the relevant Research Program in accordance with Section 8.1, as directed by Genentech, to one or more independent third party reviewer(s) selected by Genentech and acceptable to Arvinas, such acceptance not to be unreasonably withheld, conditioned or delayed (the "**Third Party Reviewer(s)**").

Such "blinded" samples may be used by Genentech for evaluation purposes during the Option Period but shall not be used for optimization or reverse engineering or any other purpose, unless the relevant Option is exercised pursuant to this Section below. The relevant Deliverables and Evaluation Materials (and any Confidential Information contained or incorporated in such Deliverables or Evaluation Materials to the extent such information does not fall within any exceptions under Section 9.2) shall remain the property and Confidential Information of Arvinas, and shall be used by Genentech for the sole purpose of evaluating whether or not to exercise the relevant Option, unless and until the Option to the relevant Exclusive Target has been exercised. Unless and until the Option to the relevant Exclusive Target has been exercised, Genentech shall not sell, transfer or disclose any such Deliverables or Evaluation Materials (and including any Confidential Information contained or incorporated in such Deliverables or Evaluation Materials to the extent such information does not fall within any exceptions under Section 9.2) to any other Person, except as expressly provided in this Section 3.2, without first receiving the prior written consent of Arvinas, which consent shall not be unreasonably withheld.

(b) In addition to the foregoing, Genentech shall have the right, at any time during the relevant Research Term, after an Election Notice has been made for the relevant Research Program pursuant to Section 2.7.1, or as otherwise provided pursuant to Section 2.5.4, to request an early receipt of Deliverables and Evaluation Materials by notifying Arvinas's Alliance Manager in writing, specifically referencing this Section 3.2.1(b) (an "**Early Evaluation Notice**"). Upon receipt by Arvinas of an Early Evaluation Notice, Arvinas shall provide to Genentech any Deliverables that have been generated under such Research Program as of the date of receipt of such Early Evaluation Notice, and any Evaluation Materials that exist at such time, if such Deliverables and Evaluation Materials have not already been so provided to Genentech, in accordance with the procedures set forth under Section 3.2.1(a); provided that unless Genentech requests in writing otherwise, Arvinas shall continue to conduct its activities under the relevant Research Plan and provide to Genentech any additional Deliverables and Evaluation Materials that are generated under such Research Program in accordance with the procedures set forth under Section 3.2.1(a) (but not more frequently than [**]), during the relevant Option Period until the Research Program Costs incurred by Arvinas exceed the relevant approved Budget for such Research Program (but without any tolling of the relevant Option Period as a result of the generation of such additional Deliverables and Evaluation Materials).

The relevant Deliverables and Evaluation Materials (and any Confidential Information contained or incorporated in such Deliverables or Evaluation Materials to the extent such information does not fall within any exclusions under Section 9.2) shall remain the property and Confidential Information of Arvinas, and shall be used by Genentech for the sole purpose of evaluating whether or not to exercise the relevant Option (which evaluation may include review by a Third Party Reviewer(s) as contemplated in Section 3.2.1(a) above, and shall be subject to the constraints set forth in such section), unless and until the Option to the relevant Exclusive Target has been exercised. Unless and until the Option to the relevant Exclusive Target has been exercised, Genentech shall not sell, transfer or disclose any such Deliverables or Evaluation Materials (and including any Confidential Information contained or incorporated in such Deliverables or Evaluation Materials to the extent such information does not fall within any exclusions under Section 9.2) to any other Person, except as expressly provided in this Section 3.2, without first receiving the prior written consent of Arvinas, which consent shall not be unreasonably withheld.

3.2.2 **Confidentiality**. Prior to any disclosure of the chemical structures of the Lead PROTACs or New Intellectual Property to the Third Party Reviewer(s) under Section 3.2.1 above, the Third Party Reviewer(s) shall enter into a written confidentiality agreement with Genentech and Arvinas that (i) limits the information that the Third Party Reviewer(s) may disclose to Genentech to maintain the confidentiality of the chemical structures of the Lead PROTACs and the New Intellectual Property provided to such Third Party Reviewer(s); and (ii) prohibits the use or disclosure of any confidential information for any purpose other than assisting Genentech's evaluation of whether or not to exercise the Option. The Parties agree that all information (to the extent such information does not fall within any exclusions under Section 9.2) subject to review by the Third Party Reviewer(s) is Arvinas' Confidential Information, and Genentech shall not use or cause the Third Party Reviewer(s) to use or disclose, any such information for any purpose other than for conduct of the Third Party Reviewer's evaluation contemplated pursuant to Section 3.2.1.

3.2.3 **Option Grant**. Arvinas hereby grants to Genentech an option to obtain the right to exercise an Exclusive License under Arvinas Intellectual Property to make, have made, use, import, sell and offer for sale Licensed PROTACs and Licensed Products in the Field and in the Territory with respect to each Exclusive Target, as further described below under Section 3.3 ("**Option**"). Genentech may exercise its Option, at its sole discretion, for a particular Exclusive Target by notifying Arvinas's Alliance Manager in writing ("**Option Notice**") at any time during the Research Term for such Exclusive Target and continuing until [**] after the date of receipt of the Deliverables (by Genentech) and/or Evaluation Materials (by both Genentech and the Third Party Reviewer(s)) in accordance with Section 3.2.1(a) or (b) above, subject to, in each case, any earlier termination of this Agreement with respect to such Exclusive Target in accordance with Section 13.4 ("**Option Period**"). In the event that Deliverables were provided pursuant to Section 3.2.1(a) and there is a good faith dispute between the Parties as to whether or not the Completion Criteria for Stage II of the Research Plan have been achieved, Arvinas shall provide, at Genentech's request, any additional information that is within the scope of the Research Plan and Budget and reasonably necessary to determine the achievement of the Completion Criteria for Stage II of the Research Plan for such Exclusive Target (including performing any mutually agreed additional activities to generate such additional information to be reimbursed in accordance with Section 2.5.2) and the Option Period shall toll from the time of such request until Genentech's receipt of such additional information, or as otherwise mutually agreed upon by the Parties. For clarity, any additional information provided to Genentech pursuant to this Section shall be deemed included in the Deliverables.

In the event an Option Notice is not provided to Arvinas within the Option Period (as may be extended as expressly set forth above) for a particular Exclusive Target, Genentech shall be deemed to have not exercised its Option with respect to such Exclusive Target and the Research Program for such Exclusive Target shall terminate in accordance with Section 3.2.5 below; provided, however, that Genentech may, at its sole discretion, extend the Option Period for an additional [**] after expiration of such Option Period by notifying Arvinas's Alliance Manager in writing and paying Arvinas [**] U.S. dollars (US$[**]) on or before the expiration of such initial Option Period.

3.2.4 **Exercise of Option**. Upon receipt of an Option Notice for a particular Exclusive Target in accordance with Section 3.2.3 above, (a) the Research Program for such Exclusive Target shall terminate, subject to Section 2.6; (b) Arvinas shall promptly provide to Genentech, at no additional cost or expense, the Lead PROTACs identified under the Research Program for such Exclusive Target and related chemistry data arising from the conduct of the Research Plan, including chemical structures, physicochemical properties, structure-activity relationship (SAR) and chemical synthetic protocols for such Lead PROTACs (the "**Lead PROTAC Dossier**"); and (c) Genentech may thereafter exercise the Exclusive License with respect to such Exclusive Target as set forth under Section 3.3 below for the remainder of the Term of this Agreement as applicable to such Exclusive Target.

3.2.5 **Termination**. In the event an Option Notice is not provided to Arvinas within the Option Period (as may be extended as set forth in Section 3.2.3 above) for a particular Exclusive Target, the Research Program for such Exclusive Target shall terminate upon expiration of such Option Period, and this Agreement shall be deemed terminated with respect to such Exclusive Target in accordance with Section 13.4 (but without any [**] delay), subject to Sections 2.6 and 13.5 below, as applicable. Upon such termination, such Target shall no longer be designated as an "Exclusive Target", all rights and obligations of the Parties under this Agreement with respect to such Target shall terminate except as provided under Sections 2.6 and 13.5. Notwithstanding any termination of a Research Program for a particular Exclusive Target as described above, Genentech shall have the right to Substitute such Exclusive Target, if applicable, pursuant to Section 2.8.1(c) above, at no additional cost or expense except as expressly set forth under Section 2.8.2.

3.3 **Exclusive Licenses**.

3.3.1 **Exclusive License**. Arvinas hereby grants to Licensee, for each Exclusive Target, an exclusive (even as to Arvinas and its Affiliates), royalty-bearing, worldwide right and license, with the right to grant sublicenses, under the Arvinas Intellectual Property to make, have made, use, import, sell and offer for sale Licensed PROTACs and Licensed Products directed to such Exclusive Target in the Field and in the Territory (an "**Exclusive License**"). On an Exclusive Target-by-Exclusive Target basis, Licensee shall not, and shall have no right to, alone or through any Third Party, exercise or sublicense the relevant Exclusive License unless and until Genentech has exercised its Option with respect to such Exclusive Target in accordance with

Section 3.2 above. It is acknowledged that any sublicense grant with respect to LICENSED PATENTS under the Yale Agreement (as defined therein) included in an Exclusive License shall be subject to the reservation of rights set forth in Article 3.3 of the Yale Agreement.

3.3.2 **Sublicenses.** Following exercise of the relevant Option, Licensee shall have the right to sublicense, through one or more tiers of sublicensees, the rights granted under Section 3.3.1 above to its Affiliates or Third Parties (each, following the grant of such a sublicense and for so long as it remains in effect, a "**Sublicensee**"); provided that each such sublicense is consistent with the terms and conditions of this Agreement as applicable to such Sublicensee, and provided further that Genentech shall remain responsible for all Licensee's and any such Sublicensee's compliance with all applicable obligations under this Agreement.

3.3.3 **Subcontracting**. Licensee shall have the unrestricted right to enter into subcontracts with its Affiliates or Third Parties with respect to the activities within the scope of the rights granted under Section 3.3.1 above; provided, such subcontract is consistent with the terms and conditions of this Agreement as applicable to such subcontractor, including without limitation Sections 8.2.5(c) (either by assignment or other conveyance, *e.g.*, license) and 9.3(e).

3.4 **Exclusivity**.

3.4.1 **Exclusive Targets**. During the Term, except as permitted under Section 3.4.3 and except for activities being conducted under a Research Program or an Optimization Program, Arvinas and its Affiliates shall not, either directly or indirectly (including on behalf of any of its Affiliates or a Third Party, or assisting any of its Affiliates or a Third Party, by granting or assigning relevant rights or supplying materials), (a) conduct or agree to conduct any activities in the design, identification or discovery of [**], or (b) research, develop or commercialize (or agree to develop or commercialize) [**] in each case, as long as the relevant Target remains an Exclusive Target (any activities under (a) or (b), an "**Exclusive Activity**").

3.4.2 **Other Arvinas Technology**. During the Term, Genentech shall have the right to negotiate for an exclusive or non-exclusive license under any [**] ("**Other Arvinas Technology**") to research, develop, manufacture and commercialize (including make, use, sell, offer for sale and import) products in the Field whose intended primary mechanism of action is, by design, degradation of an Exclusive Target. [**] Notwithstanding the foregoing, in the event of an Acquisition of Arvinas by a Third Party, Other Arvinas Technology shall not include any protein degradation technology Controlled (as of the date of the relevant Acquisition) by such Third Party prior to the date of such Acquisition and any improvement thereto Controlled by such Third Party after the date of such Acquisition, in each case, that was developed without use of any Patents or Know-How Controlled by Arvinas related to protein degradation prior to the date of such Acquisition.

3.4.3 **Acquisition**. In the event of an Acquisition of Arvinas by a Third Party that is performing an Exclusive Activity ("**Acquiror Exclusive Activity**"), and consummation of such Acquisition (a "**Transaction**") would result in a violation of Section 3.4.1, then Arvinas shall promptly notify Genentech in writing describing the existence of such Acquiror Exclusive Activity (without disclosing any confidential information with respect thereto and only to the extent not prohibited by applicable Laws) and, notwithstanding Section 3.4.1, such Transaction

shall be permitted hereunder and such Acquiror Exclusive Activity may continue following the effective date of the Transaction, provided that (i) such Acquiror Exclusive Activity is conducted by individuals who have (and have had) no involvement in any of the Research Programs and no knowledge of any details regarding, or any access to, any Genentech Compounds and who are kept separate and independent of the conduct of any Research Programs and Optimization Programs and (ii) such Acquiror Exclusive Activity does not utilize any Arvinas Intellectual Property relating to PROTACs or protein degradation. Arvinas shall use Diligent Efforts to ensure that no personnel involved in such Acquiror Exclusive Activity has access to (1) any Confidential Information arising in the course of performance of any Research Programs or Optimization Programs relevant to any Exclusive Target, (2) Arvinas Intellectual Property relating to PROTACs, (3) other Confidential Information relating to the Genentech Compounds, or (4) Licensed PROTACs or Licensed Products directed to Exclusive Targets.

For clarity, any technology, including any Know-How or Patents, resulting from any such Acquiror Exclusive Activity conducted in accordance with this Section 3.4.3 shall not be included as Arvinas Intellectual Property under this Agreement, and nothing in this Agreement shall be construed to grant any rights or licenses to Genentech with respect to any such technology, Know-How or Patents.

(a) **Audit**. In the event Arvinas elects to sequester an Acquiror Exclusive Activity pursuant to this Section 3.4.3 above, for so long as such Acquiror Exclusive Activity continues, Genentech shall have the right, at its expense, to audit Arvinas' actions with respect to such sequestration through an independent counsel or other consultant having significant experience with respect to collaborative research relationships selected by Genentech and acceptable to Arvinas (the "**Auditor**"). Such audit right shall not be exercised more than [**]. Subject to Section 3.4.3(b) below, Arvinas shall, upon reasonable advance notice and at a mutually agreeable time during its regular business hours, make its records available for inspection by such Auditor at such place or places where such records are customarily kept, solely for purposes of verifying compliance with this Section 3.4.3.

(b) **Confidentiality**. Prior to any audit under Section 3.4.3(a), the Auditor shall enter into a written confidentiality agreement with Arvinas that (i) limits the Auditor's use of Arvinas' records to the verification purpose described in Section 3.4.3(a); (ii) limits the information that the Auditor may disclose to Genentech to solely a statement of whether or not Arvinas is in compliance with this Section 3.4.3; (iii) prohibits the disclosure of any information contained in such records of Arvinas to any Third Party for any purpose; and (iv) prohibits the disclosure of any technical or scientific information contained in such records of Arvinas to Genentech of any other Person for any purpose. The Parties agree that all information subject to review under Section 3.4.3(a) and/or provided by the Auditor to Genentech is Arvinas' Confidential Information (to the extent such information does not fall within any exclusions under Section 9.2), and that Genentech shall not use any such information provided to it for any purpose that is not germane to evaluating Arvinas' compliance with this Section 3.4.3.

3.4.4 **Injunctive Relief.** Without limiting Genentech's other remedies hereunder, Arvinas acknowledges that its or its Affiliate's breach of its obligations under this Section 3.4 may cause irreparable injury to Genentech, and that Genentech shall be entitled to seek injunctive relief or other similar equitable relief without the obligation to post bond. For clarity, nothing in this Section 3.4.4 shall entitle Genentech to seek an injunction to prevent the consummation of an Acquisition or Transaction as a remedy for Arvinas' or its Affiliate's breach of its obligations under this Section 3.4.

3.5 **Grantback Patents**.

3.5.1 **Non-Exclusive Grantback License**. Licensee hereby grants to Arvinas a non-exclusive, royalty-free, fully paid-up, worldwide license, with the right to sublicense as provided below, under Grantback Patents, to make, use or otherwise practice the Arvinas Intellectual Property for the manufacture, use, sale, offer for sale, or importation of [**] (a "**Grantback Product**") in the Field in the Territory (such license, the "**Grantback License**"). As used herein, "**Grantback Patents**" mean any issued Patent owned and controlled by a Licensee that:

(a) was filed during the period from the date Genentech first exercised an Option pursuant to Section 3.2 until the [**] of the date Genentech last exercised an Option pursuant to Section 3.2 or the earlier termination of this Agreement in its entirety ("**Grantback Period**"); and

(b) claims an invention that was made by or on behalf of such Licensee under the Arvinas Intellectual Property, or using or derived from any Deliverables or Optimization Deliverables, in the course of performing activities under this Agreement; and

(c) claims an invention that is an improvement to any invention claimed (regardless of whether such claim ultimately issues) in an Arvinas Patent within the Arvinas Intellectual Property existing prior to the filing of such Grantback Patent to the extent that it relates to [**] in a Grantback Product such that the improvement is necessary or reasonably useful to make, use or otherwise practice such Arvinas Intellectual Property.

Notwithstanding the foregoing, Grantback Patents shall exclude any Patents to the extent they claim, in whole or in part, (i) any compound (or derivative thereof) that may be contained or incorporated in a Target Binding Moiety, or (ii) any formulation technology or delivery technology (but not any other manufacturing technology) that can be applied generally to any pharmaceutical product.

3.5.2 **Sublicenses**. Arvinas shall have the right to grant sublicenses under Section 3.5.1 above (a) solely to Affiliates or Third Parties who have a license from Arvinas or its Affiliates under Arvinas Intellectual Property ("**Arvinas Licensee**"); (b) solely in order to permit such Arvinas Licensee to make, use or otherwise practice the Arvinas Intellectual Property for the manufacture, use, sale, offer for sale, or importation of the particular Grantback Product licensed from Arvinas under Arvinas Intellectual Property pursuant to a written agreement, or otherwise acquired by such Arvinas Licensee, which agreement is consistent with the rights expressly granted to Genentech hereunder; and (c) if and only if Arvinas has obtained a license or other right under Patents claiming improvements to the Arvinas Intellectual Property made by or on behalf of any such Arvinas Licensee that confers upon Arvinas and its licensees (including Licensee) rights thereto that are substantially similar or superior to the rights granted by Licensee to Arvinas under the Grantback License, including a right to grant (sub)licenses to Arvinas' licensees (including Licensee) on a non-exclusive basis. Arvinas shall contractually require its Affiliates who are Arvinas Licensees, and shall use commercially reasonable efforts to contractually require all of its other Arvinas Licensees, to grant such a license or other right to Arvinas.

3.5.3 For clarity, nothing in this Section 3.5 shall require disclosure of any Know-How or other information to Arvinas, its Affiliates or their respective (sub)licensees in connection with the Grantback License.

3.6 **No Additional Licenses**. Except as expressly provided in this Agreement, nothing in this Agreement shall grant either Party any right, title or interest in and to the Know-How, Patents or other intellectual property rights of the other Party (either expressly or by implication or estoppel).

ARTICLE 4
MATERIALS TRANSFER

4.1 **Transfer of Genentech Compounds**. For each Research Program and/or Optimization Program for a particular Exclusive Target, Genentech may transfer, subject to any additional terms and conditions required by relevant Third Parties (upon acceptance by Arvinas in writing, not to be unreasonably withheld), Genentech Compounds to Arvinas for the conduct of the Research Program as specified under the Research Plan (or, as applicable, the Optimization Program as specified under the Optimization Plan) for such Exclusive Target. The JPT shall determine the specific format, quantity and timeline for the transfer of any such Genentech Compounds for any Research Program or Optimization Program.

4.2 **Use of Genentech Compounds**. Arvinas shall use Genentech Compounds solely for the purpose of conducting the applicable Research Program and/or Optimization Program in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws, rules and regulations. Except as required for purposes of exercising its rights and performing its obligations under this Agreement, Arvinas shall not sell, transfer or disclose Genentech Compounds to any other Person, without first receiving the prior written consent of Genentech. Arvinas acknowledges that Genentech Compounds are experimental in nature and may have unknown characteristics, and therefore, agrees to use prudence and reasonable care in the use, handling, storage, transportation and disposition and containment of Genentech Compounds. Unless otherwise mutually agreed in writing, within [**] of the completion or earlier termination of the Research Program or the Optimization Program, whichever is applicable, for such Exclusive Target or earlier termination of this Agreement with respect to such Exclusive Target, Arvinas shall transfer to Genentech, or at Genentech's request, destroy, any Genentech Compounds in its possession or control, with written certification to Genentech thereof.

4.3 **Ownership of Genentech Compounds**. Genentech shall retain all right, title and interest in and to Genentech Compounds (in part as to Genentech Compounds that exist in combination with other material), and the transfer of Genentech Compounds to Arvinas shall be a bailment and shall not constitute a sale of Genentech Compounds or a grant, option or license of any Patent or other rights Controlled by Genentech (other than a license to Arvinas to use the Genentech Compounds in the conduct of the Research Program or the Optimization Program, whichever is applicable, for a particular Exclusive Target).

4.4 **No Human Use**. No material transferred or made in the course of performance of a Research Program shall be (a) administered to humans; and (b) no such material or results will be used by the Parties as stand-alone material or information for patient management, diagnostic, prognostic or other clinical purposes whatsoever.

4.5 **DISCLAIMER**. THE GENENTECH COMPOUNDS ARE BEING PROVIDED UNDER THIS AGREEMENT ARE BEING PROVIDED "AS IS", WITH NO WARRANTIES, EXPRESS OR IMPLIED, AND GENENTECH EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY WITH RESPECT TO THE GENENTECH COMPOUNDS.

4.6 **Genentech Materials**. For each Research Program and/or Optimization Program for a particular Exclusive Target, Genentech may transfer to Arvinas, subject to any additional terms and conditions required by relevant Third Parties (upon acceptance by Arvinas in writing, not to be unreasonably withheld), Genentech Materials (as defined in Appendix B, which is attached to, and incorporated by reference into, this Agreement), in addition to Genentech Compounds, for the conduct of the Research Program as specified under the Research Plan (or, as applicable, the Optimization Program as specified under the Optimization Plan) for such Exclusive Target, in accordance with the material transfer terms and conditions in Appendix B. The JPT shall determine the specific format, quantity and timeline for the transfer of any such Genentech Materials for any Research Program or Optimization Program.

ARTICLE 5
DEVELOPMENT AND COMMERCIALIZATION

5.1 **Development and Commercialization of Licensed Products**. Except with respect to the activities being conducted by the Parties under the Research Programs and Optimization Programs, as between Licensee and Arvinas, following the first exercise of an Option for an Exclusive Target pursuant to Section 3.2 above, (i) Licensee shall have sole responsibility for, and bear all costs for, researching, developing and commercializing Licensed Products in the Field in the Territory; and (ii) subject to the obligations expressly set forth herein, Licensee shall have the sole right and authority to control all decisions related to the research, development and commercialization of Licensed Products in the Field in the Territory.

5.2 **Alliance Managers**. Promptly following the execution of this Agreement, Genentech and Arvinas shall designate an individual to act as the primary business contact for such Party for matters related to this Agreement (each, an "**Alliance Manager**"), unless another contact is expressly specified in this Agreement. The Alliance Managers shall facilitate the flow of non-technical information and promote cooperation as necessary between the Parties and assist in the resolution of potential and pending issues and potential disputes in a timely manner to enable the Parties to reach consensus and avert escalation of such issues or potential disputes. Either Party may replace its Alliance Manager at any time by notifying the other Party's Alliance Manager in writing (including by email).

5.3 **Diligence.** Notwithstanding Section 5.1, following the first exercise of an Option for an Exclusive Target pursuant to Section 3.2 above, Licensee shall use Diligent Efforts, at its own expense, to develop and commercialize at least one Licensed Product in the Field with respect to each Exclusive Target through First Commercial Sale for each of the following countries or region: the United States, the EU and Japan.

5.4 **Progress Reports**. Following the first exercise of an Option for an Exclusive Target pursuant to Section 3.2 above, during the Term with respect to a given Exclusive Target, and continuing until such time as payment of all potential milestone payments pursuant to Section 6.3 have been made with respect to such Exclusive Target, Genentech shall provide to Arvinas, on or before [**] of each year, a summary written report of the status of its efforts to develop and commercialize Licensed Products with respect to such Exclusive Target. In addition, for each Exclusive Target, upon request of Arvinas, no more than [**], Genentech shall make a representative familiar with Genentech's efforts with respect to the development and/or or commercialization of Licensed Products with respect to such Exclusive Target available for a meeting by teleconference with Arvinas representatives to discuss the progress reports provided above. Additionally, Genentech shall provide to Arvinas prompt notice of any material events in the development of the Licensed Products, including any Serious or Highly Serious Adverse Experiences reported to the applicable Regulatory Authority.

5.5 **Adverse Experience Reporting**. Arvinas agrees throughout the Term of this Agreement to notify Genentech of any information of which Arvinas becomes aware concerning any side effect, injury, toxicity or sensitivity reaction, or any unexpected incident, and the severity thereof, arising in connection with a product reasonably related to any Licensed PROTAC licensed to Genentech hereunder (hereinafter "**Adverse Experience**"), where such Adverse Experience is "Serious" (as defined hereinafter) and associated with the clinical uses, studies, investigations, tests and marketing of such product, whether or not determined to be attributable to such product. "**Serious**" as used in this Section refers to an Adverse Experience which results in death, is immediately life threatening, results in persistent and significant disability/incapacity or requires in-patient hospitalization, or prolongation of existing hospitalization, or is a congenital anomaly, cancer or an overdose. Other important medical events that may jeopardize the patient or may require intervention to prevent one of the outcomes previously listed should also be considered "Serious". If such Adverse Experience is "**Highly Serious**" (that is, it results in death or is immediately life threatening), Arvinas will notify Genentech within [**]. For Adverse Experiences that are Serious, but not Highly Serious, Arvinas will notify Genentech within [**].

5.6 **Optimization Programs**.

5.6.1 **Licensee's Election; Negotiation of Optimization Plan**. After Genentech exercises its Option under Section 3.2 for an Exclusive Target, Licensee may, in its sole discretion, notify Arvinas of its desire to undertake an Optimization Program under this Agreement on the Lead PROTAC(s) for such Exclusive Target. If, following such notice, Arvinas is interested in conducting an Optimization Program for such Exclusive Target, as determined in Arvinas' sole discretion, and notifies Licensee of its interest, the Parties, through the JPT, shall promptly attempt to negotiate and draft in good faith a proposed optimization research plan for such Exclusive Target, including a scope of activities (including any relevant

resources requirements for Arvinas) ("**Optimization Work Plan**"), timeline ("**Optimization Schedule**"), criteria for completion ("**Optimization Completion Criteria**"), and deliverables to be provided ("**Optimization Deliverables**") (collectively, an "**Optimization Plan**") for the JRC's approval. Notwithstanding any other provision of this Agreement to the contrary, both Parties' JRC members must approve in writing any initial Optimization Plan for an Exclusive Target. Genentech, as final JRC decision maker, cannot approve an initial Optimization Plan for any Exclusive Target. Consequently, if both Parties, via the JRC, do not agree on the initial Optimization Plan for an Exclusive Target, then such Optimization Plan is not approved, and, unless and until both Parties' JRC members approve an initial Optimization Plan, there is no Optimization Program for such Exclusive Target. However, with regard to amendments to any mutually approved initial Optimization Plan, [**] has the final JRC decision making authority, subject to the limits on its authority set forth in Section 2.2.1(e).

As referenced throughout this Agreement, the term "Optimization Plan" shall include any initial Optimization Plan prepared and approved in accordance with this Section 5.6.1 and any revisions to such Optimization Plan approved by the JPT or JRC as expressly contemplated under this Agreement or as otherwise agreed upon by the Parties in writing. Each Party will use Diligent Efforts to perform its obligations under any Optimization Plan approved in accordance with this Agreement, and each Party shall comply with all laws, rules and regulations applicable to the conduct and documentation of its Optimization Program activities. Each Party shall, in performing its obligations under any Optimization Program, assign responsibilities to those portions of its organization that have the appropriate resources, expertise and responsibility for such obligations.

It is understood that an Optimization Plan shall not include IND enabling activities, such as preparation for regulatory filings and the like, except as the Parties may agree on a case-by-case basis and in writing to collaborate on such IND enabling activities and include such activities in reasonable detail in an Optimization Plan. Notwithstanding the foregoing, Arvinas shall provide any authorizations, consents, references, or other documentation, including permission to cross-reference any relevant INDs previously filed by Arvinas, as necessary to support IND enabling activities in the Field in the Territory for a particular Licensed Product for which Genentech has exercised its Option under 3.2.

As of the A&R Effective Date, the Parties hereby agree to undertake an Optimization Program under this Section 5.6 with regard to the Lead PROTACs for the Initial Target of [**], for which Genentech timely exercised its Option, as set forth in Section 2.10.1, on the A&R Effective Date and agree that the initial Optimization Plan for the [**] Optimization Program will, subject to the requirement of approval of such plan by consensus of the Parties as provided above, be approved by the JRC at its first meeting following the A&R Effective Date.

5.6.2 **Subcontractors**. Arvinas may not subcontract portions of its work under an Optimization Plan to Affiliates or Third Parties without Licensee's prior written consent, such consent not to be unreasonably withheld or delayed; provided that any such consent shall require that such subcontract is consistent with the relevant terms and conditions of this Agreement, including that (a) no intellectual property of such Third Party subcontractor shall be utilized or incorporated into such subcontracted portion and (b) any intellectual property resulting from such subcontracted portion shall be assigned to Arvinas such that such intellectual property shall

be deemed "Controlled" by Arvinas and included within the Joint New Intellectual Property or Arvinas New Intellectual Property, as appropriate, hereunder. As of the A&R Effective Date, Licensee has consented to Arvinas subcontracting with [**] to conduct services with respect to the Optimization Programs by and on behalf of Arvinas. Licensee shall have the unrestricted right to enter into subcontracts with its Affiliates or Third Parties with respect to its performance of the Optimization Programs; provided, such subcontract is consistent with the terms and conditions of this Agreement as applicable to such subcontractor, including without limitation Sections 8.2.5(c) (either by assignment or other conveyance, *e.g.*, license) and 9.3(e). In any case, the subcontracting Party shall remain responsible (at its cost) for and shall ensure that each subcontractor complies with the terms and conditions of this Agreement.

5.6.3 **Conduct; Costs**.

(a) **Optimization Plan Approval**. If an Optimization Plan is approved by JRC in accordance with Section 5.6.1, then, during the Optimization Term for such Exclusive Target, the JPT shall, as necessary or desired from time-to-time, propose and approve revisions to such initially approved Optimization Plan; except that any proposed revisions to the Optimization Completion Criteria of an approved Optimization Plan require the JRC's approval prior to implementation. In the event of any conflict or inconsistency between the main body of this Agreement and any Optimization Plan, the terms and conditions of the main body of this Agreement shall prevail.

(b) **Arvinas**. Arvinas shall use Diligent Efforts to conduct its activities under the relevant Optimization Plan during the relevant Optimization Term. Arvinas shall devote such numbers of scientists, with the requisite qualifications, as the Optimization Program may require to meet such Diligent Efforts requirement

(c) **Licensee**. Licensee shall perform its obligations under an Optimization Program using such number of Licensee FTEs as it deems appropriate to conduct activities delegated to it under such Optimization Program.

(d) **Costs**. Except as otherwise agreed to by the Parties in writing, each Party shall be responsible for any costs it incurs in performing activities under an Optimization Program, including the costs of providing information or materials to the other Party.

(e) **At-will Termination by Licensee**. At any time and for any reason, Licensee may, by notifying Arvinas's Alliance Manager in writing at least [**] in advance, terminate an Optimization Program, and such termination shall be subject to Section 5.6.4(b).

5.6.4 **Optimization Term; Termination Consequences**.

(a) **Optimization Term**. An Optimization Program shall commence upon the initiation of activities under its Optimization Plan and shall continue, unless earlier terminated under Section 5.6.3(e) or earlier terminated due to the termination of Licensee's Exclusive License to the applicable Exclusive Target as provided elsewhere in the Agreement, until the accomplishment of the applicable Optimization Completion Criteria and delivery of the applicable Optimization Deliverables (each, an "**Optimization Term**").

(b) **Arvinas' Obligations upon Conclusion or Earlier Termination of an Optimization Program**. Upon the conclusion, or earlier termination under Section 5.6.3(e), of an Optimization Program, Arvinas shall (i) promptly deliver to Licensee all Optimization Deliverables of such Optimization Program, and (ii) promptly disclose, per Section 8.1, all New Intellectual Property made by or on behalf of Arvinas in the course of performing activities under such Optimization Program. In addition, upon the conclusion or any earlier termination of an Optimization Program, Arvinas shall (1) promptly return or destroy (and provide written certification thereof), at Licensee's option, any Genentech Compounds and Genentech Materials provided for such Optimization Program and (2) not use any Confidential Information of Licensee (including any such information regarding the Genentech Compounds and Genentech Materials as provided by Licensee or as contained or incorporated in the Optimization Deliverables) in any subsequent efforts conducted by Arvinas, its Affiliates or their respective Third Party licensees, unless and until such Confidential Information is no longer considered "confidential" under the exclusions to the confidentiality obligations under Article 9 of this Agreement.

5.6.5 **Optimization Records**. Each Party shall maintain records of each Optimization Program (or cause such records to be maintained) in sufficient detail and in good scientific manner as will properly reflect all work done and results achieved by or on behalf of such Party in the performance of such Optimization Program. All laboratory notebooks shall be maintained for no less than the term of any Patent issuing therefrom. All other records shall be maintained by each Party during the relevant Optimization Term and for [**] thereafter. All such records of a Party shall be considered such Party's Confidential Information.

ARTICLE 6
FINANCIAL TERMS

6.1 **Upfront Payments.**

(a) **Original Upfront**. In consideration of the rights granted by Arvinas to Licensee with respect to the Initial Targets, Genentech paid Arvinas on or around the Original Effective Date a one-time payment in the amount of Eleven Million U.S. dollars (US$11,000,000).

(b) **Collaboration Upfront**. In consideration for modifications to the Original Agreement, including an expanded collaboration between the Parties, contained in this Agreement, Genentech shall pay to Arvinas a one-time payment in the amount of [**] within [**] of the A&R Effective Date.

6.2 **Expansion Target Payment**. For each of the [**] Proposed Targets listed on Exhibit 2.10.2(b) that are established as an Expansion Target pursuant to Section 2.10.2(b) above, in consideration of the rights granted by Arvinas to Licensee under this Agreement with respect to such Expansion Target, Genentech shall pay to Arvinas a one-time payment per Expansion Target in the amount as follows: [**] U.S. dollars (US$[**]) (each, an "**Expansion Target Payment**"), which amount shall be paid to Arvinas within [**] of the A&R Effective Date. For each additional Proposed Target established thereafter as an Expansion Target pursuant to Section 2.10.2 above, in consideration of the rights granted by Arvinas to Licensee under this Agreement with respect to such Expansion Target, Genentech shall pay to Arvinas an Expansion Target Payment in accordance with the provisions of Section 2.10.2 above.

6.3 **Milestone Payments**.

6.3.1 **Development/Regulatory Milestone Payments.**

(a) **Development Milestone Payments**. For each Exclusive Target for which Genentech has exercised an Option pursuant to Section 3.2 above, Licensee shall pay Arvinas the following one-time milestone event payments for the first achievement of the corresponding milestone events for any Licensed Product that is a Valid Claim Licensed Product at the time of such achievement, with respect to such Exclusive Target, subject to the terms of this Section 6.3 and the payment provisions in Article 7 below:

Development Milestone Event for each Exclusive Target	Milestone Event Payment (US$)
[**]	[**]
[**]	[**]
[**]	[**]
[**]	[**]
Total Potential Development Milestone Event Payments:	**$44,000,000**

In the case of development milestone events (i) – (iv) above, if a subsequent development milestone event is achieved before a prior development milestone event ("prior" and "subsequent" referring to a lower number in the table above, e.g., development milestone event (ii) being "prior" to development milestone event (iii)), then all such prior development milestone events shall be deemed achieved upon achievement of the subsequent development milestone event.

Solely for the purposes of the determining achievement of Development Milestones (i), (ii) and (iii) under this Section 6.3.1(a), "Covered" and "Valid Claim" under the definition of Valid Claim Licensed Product will be defined to include references to pending claims being prosecuted in good faith at the time of such achievement that have not been pending under any patent applications (including continuations or divisionals) for more than a total of [**] from the filing date of the first patent application that included such pending claim.

(b) **Regulatory Milestone Payments**. For each Exclusive Target for which Genentech has exercised an Option pursuant to Section 3.2 above, Licensee shall pay Arvinas the following one-time milestone event payments for the first achievement of the corresponding milestone events for any Licensed Product that is a Valid Claim Licensed Product at the time of such achievement, with respect to such Exclusive Target, subject to the terms of this Section 6.3 and the payment provisions in Article 7 below:

Regulatory Milestone Event for each Exclusive Target	Milestone Event Payment (US$) 1st Indication	2nd Indication
[**]	[**]	[**]
[**]	[**]	[**]
[**]	[**]	[**]
Total Potential Regulatory Milestone Event Payments:	**$35,000,000**	**$17,500,000**

In this Section 6.3.1(b), "**Indication**" means the intended use of a Licensed Product for either therapeutic treatment of or for the prevention of a distinct illness, sickness, interruption, cessation or disorder of a particular bodily function, system, tissue type or organ, or sign or symptom of any such items or conditions, regardless of the severity, frequency or route of any treatment, treatment regimen, dosage strength or patient class, for which Regulatory Approval is being sought and which will be referenced on any Licensed Product labeling in any country. For clarity, any label extensions or therapy expansions (including, without limitation, first or later treatment lines, metastatic, adjuvant, combination, etc.) shall not be deemed to be separate Indications.

(c) **Deliverables Know-How Licensed Products**. In lieu of the amounts set forth in Sections 6.3.1(a) and (b), Licensee shall pay Arvinas [**] percent ([**]%) of the milestone event payment amounts specified under Sections 6.3.1(a) and (b) if the corresponding milestone event (but for clarity without the requirement that it be achieved by a Valid Claim Licensed Product) is first achieved by a Licensed Product that is a Deliverables Know-How Licensed Product and not a Valid Claim Licensed Product due to [**] with respect to the milestone events in Section 6.3.1(b)(i) and (iii) and [**] with respect to the milestone event in Section 6.3.1(b)(ii)) at the time of such achievement, with respect to such Exclusive Target, subject to the terms of this Section 6.3 and the payment provisions in Article 7 below. For clarity, [**] at the time such event is achieved, the regulatory milestone event payment set forth in Section 6.3.1(b)(ii) shall be payable at the Valid Claim Licensed Product amount pursuant to Section 6.3.1(b)(ii), and not pursuant to this Section 6.3.1(c).

(d) **One-Time Payment.** Notwithstanding any provision to the contrary, each milestone event payment by Licensee to Arvinas under this Section 6.3 above, in each column as relevant, shall be payable only once for the first achievement of the corresponding milestone event for each Exclusive Target by Licensee, its Affiliates or Sublicensees. In no event shall Licensee owe a milestone event payment to Arvinas under both Sections 6.3.1(a) or 6.3.1(b) *and* 6.3.1(c) for the achievement of the corresponding milestone event for the same Licensed Product, even if such Licensed Product is a Deliverables Know-How Licensed Product at the time of such achievement and becomes a Valid Claim Licensed Product thereafter, or vice versa. For clarity:

(i) For each Exclusive Target, each development milestone event payment by Licensee to Arvinas under Section 6.3.1(a) shall be payable no more than once regardless of the number of Licensed Products that are directed to such Exclusive Target, and in no event shall the total amount to be paid by Licensee under Section 6.3.1(a) for the achievement of development milestone events for such Exclusive Target exceed Forty-Four Million U.S. dollars (US$44,000,000).

(ii) For each Exclusive Target, each regulatory milestone event payment by Licensee to Arvinas in each column under Section 6.3.1(b) shall be payable no more than once with respect to the each first and second indication, as relevant, regardless of the number of Licensed Products that are directed to such Exclusive Target, and in no event shall the total amount to be paid by Licensee under Section 6.3.1(b) for the achievement of regulatory milestone events for such Exclusive Target exceed Thirty-Five Million U.S. dollars (US$35,000,000) for the first indication and Seventeen Million Five Hundred Thousand U.S. dollars (US$17,500,000) for the second indication and Fifty-Two Million Five Hundred Thousand U.S. dollars (US$52,500,000) in total.

6.3.2 **Commercial Milestone Payments**. For each Licensed Product, Licensee shall pay Arvinas the following one-time milestone event payments when the aggregate Net Sales of such Licensed Product in one or more particular country(ies) for a given calendar year ("**Annual Net Sales**"), where such Licensed Product is a Valid Claim Licensed Product at the time of sale in each of such country(ies), first achieves the corresponding threshold as set forth in this Section 6.3.2 below, subject to the terms of this Section 6.3 and the payment provisions in Article 7 below:

Commercial Milestone Event	**Milestone Event Payment (US$)**
(i) Annual Net Sales of a Valid Claim Licensed Product equals or exceeds US$[**]	[**]
(ii) Annual Net Sales of a Valid Claim Licensed Product equals or exceeds US$[**]	[**]
(iii) Annual Net Sales of a Valid Claim Licensed Product equals or exceeds US$[**]	[**]
Total Potential Commercial Milestone Event Payments:	**$60,000,000**

(a) **Deliverables Know-How Licensed Products**. In lieu of the amounts set forth in Section 6.3.2 above, Licensee shall pay Arvinas [**] percent ([**]%) of the relevant one-time milestone event payment under Section 6.3.2 above if the corresponding milestone event (but for clarity without the requirement that it be achieved by only Annual Net Sales of Valid Claim Licensed Products) is first achieved when Annual Net Sales of a Licensed Product in one or more particular country(ies), where such Licensed Product is a Deliverables Know-How Licensed Product at the time of sale in each of such country(ies), subject to the terms of this Section 6.3 and the payment provisions in Article 7 below. If a milestone event under Section 6.3.2 above was first achieved by a Deliverables Know-How Licensed Product and the corresponding milestone event payment was made in accordance with this Section 6.3.2(a), then subsequently, Annual Net Sales of the same Licensed Product in one or more particular country(ies), where such Licensed Product is a Valid Claim Licensed Product at the time of sale in each such country(ies), achieves the corresponding threshold as set forth in this Section 6.3.2 above, then Licensee shall pay Arvinas an additional [**] percent ([**]%) of the relevant one-time milestone event payment under Section 6.3.2 above.

(b) **One-Time Payment**. Except as expressly provided under Section 6.3.2(a), each commercial milestone event payment by Licensee to Arvinas under this Section 6.3.2 shall be payable no more than once for a given Licensed Product. In no event shall the total amount to be paid by Licensee under this Section 6.3.2 for the achievement of commercial milestone events exceed Sixty Million U.S. dollars (US$60,000,000) for any given Licensed Product. For clarity, to the extent more than one commercial milestone event is achieved in a given calendar year for any given Licensed Product, then each applicable milestone event payment for each such achievement shall be due and owing in such calendar year.

6.3.3 **Notice of Achievement.** With respect to each development and regulatory milestone event under Section 6.3.1 above, Licensee (or its Sublicensee, if applicable) shall notify Arvinas in writing within [**] of the achievement of such event. With respect to each commercial milestone event under Section 6.3.2 above, Licensee (or its Sublicensee, if applicable) shall notify Arvinas in writing within [**] of the end of the calendar quarter in which such event was achieved.

6.4 **Royalty Payments**. Licensee shall pay Arvinas, on a Licensed Product-by-Licensed Product and country-by-country basis, the following royalties on Annual Net Sales of Licensed Products in a particular country(ies), where such Licensed Product is a Valid Claim Licensed Product or a Deliverables Know-How Licensed Product, as applicable, at the time of sale in such country(ies), by Licensee (or its Sublicensee hereunder), subject to the terms of this Section 6.4 and Section 6.5 and the payment provisions in Article 7 below:

	Royalty Rate (%)	
Annual Net Sales (in US Dollars)	**Valid Claim Licensed Product**	**Deliverables Know-How Licensed Product**
Portion of Annual Net Sales up to [**]:	[**]	[**]
Portion of Annual Net Sales equal to or greater than [**]:	[**]	[**]

6.4.1 **Royalty Term**.

(a) **Valid Claim Licensed Product**. The royalty obligations set forth in this Section 6.4 above will commence, on a product-by-product and country-by-country basis, upon the First Commercial Sale of the relevant Valid Claim Licensed Product, and expire, on a product-by-product and country-by-country basis, upon the expiration of the last to expire Valid Claim within the Payment-Based Valid Claims that Covers the sale of such Valid Claim Licensed Product in such country ("**Valid Claim Licensed Product Royalty Term**"). For clarity, if the last relevant Valid Claim Covering the sale of a Valid Claim Licensed Product in a particular country expires prior to the expiration of the corresponding Deliverables Know-How Licensed Product Royalty Term, royalties shall continue to be payable on the sales of such Licensed Product in such country pursuant to Section 6.4.1(b) to the extent such Licensed Product is a Deliverables Know-How Licensed Product for the remaining duration of the Deliverables Know-How Licensed Product Royalty Term.

(b) **Deliverables Know-How Licensed Product**. The royalty obligations set forth in this Section 6.4 above will commence, on a product-by-product and country-by-country basis, upon the First Commercial Sale of a Deliverables Know-How Licensed Product, and expire, on a product-by-product and country-by-country basis, upon the [**] anniversary of the date of First Commercial Sale of such Licensed Product in such country ("**Deliverables Know-How Licensed Product Royalty Term**"). For clarity, in the event a Valid Claim within the Payment-Based Valid Claims Covers the sale of a Deliverables Know-How Licensed Product and such Valid Claim first comes into existence in a particular country after the date of First Commercial Sale of such Licensed Product in such country, on the date of issuance of such Valid Claim, royalties shall continue to be payable on the sales of such Licensed Product pursuant to Section 6.4.1(a), at the rates set forth therein for the remaining duration of the Valid Claim Licensed Product Royalty Term. For purposes of calculating the [**] period above, for countries within the EU as of the relevant time, the [**] period shall commence upon First Commercial Sale within any country in the EU as constituted at the time of such First Commercial Sale.

6.4.2 **Single Royalty**. Notwithstanding any provision to the contrary, no more than one royalty payment shall be due under this Section 6.4 with respect to a sale of a particular Licensed Product in a particular country, and in no event shall Licensee owe royalties to Arvinas under both Sections 6.4.1(a) and 6.4.1(b) for the same sale of such Licensed Product in a particular country. For clarity, multiple royalties shall not be payable because the sale of a particular Valid Claim Licensed Product is Covered by more than one (1) Valid Claim within the Payment-Based Valid Claims in the country in which such Licensed Product is sold.

6.4.3 **Apportionment of Compulsory Sublicensee Consideration**. For clarity, any sales by Compulsory Sublicensees under a Compulsory Sublicense shall not themselves be considered as Net Sales. Any payments, however, paid to Licensee from a Compulsory Sublicensee of a Licensed Product for the sale of such Licensed Product shall be added to Net Sales for the relevant Licensed Product in the relevant country and period, and royalty payments shall be due thereon in accordance with this Section 6.4 and subject to Section 6.5 at the royalty rate that would otherwise be payable for the Licensed Product in the applicable country based on such provisions.

6.5 **Payment Offsets**.

6.5.1 **Third Party Payments**.

(a) **Arvinas.** Arvinas shall be responsible for any payments owed as a result of the activities conducted hereunder, including the exercise of the rights and licenses granted hereunder (whether by Arvinas or Licensee or their respective (Sub)licensees) pursuant to the Existing Third Party Agreements.

(b) **Third Party Patents.** If, after the Original Effective Date, any Licensee (or any of its Affiliate or Sublicensees) obtains a right or license under any Patent of a Third Party, where a license under such Patent is necessary or reasonably useful to make, use or otherwise practice such Arvinas Intellectual Property for the manufacture, use, sale, offer for sale, or importation of [**], then Licensee may offset, against the royalties due and payable by Licensee to Arvinas with respect to sales of any Licensed Product containing such [**] in a relevant country, [**] percent ([**]%) of the royalties actually paid by Licensee (or such Affiliate or Sublicensee) to such Third Party with respect to the sale of such Licensed Product in such country; provided that in no event shall such reductions reduce a payment owed to Arvinas for such Licensed Product by more than [**] percent ([**]%) of the payment that would otherwise be owed by Licensee to Arvinas hereunder; provided further that Licensee may carry forward any amount that it was unable to offset due to the [**] percent ([**]%) limitation on reductions in this Section 6.5.1(b) to a future period with respect to the same Licensed Product and country. Notwithstanding the foregoing, the Parties agree that, for clarity, the provisions of this Section 6.5.1 shall not permit the offset of any amounts paid for any right or license under any Patent of a Third Party to the extent relating to access to any formulation technology or delivery technology (but not any other manufacturing technology) that can be applied generally to any pharmaceutical product.

6.5.2 **Generic Competition**. Upon the first commercial sale of a Generic Version of a Licensed Product in the Field in a particular country in the Territory, the following shall apply: if the aggregate unit sales of all Generic Version(s) in such country over a period of [**] ("**Market Share Period**") exceed [**] percent ([**]%) of the sum total unit sales of such Licensed Product and all Generic Version(s) (i.e., based on unit volume market share) in such country during such Market Share Period, then beginning in the [**] after such Market Share Period, the royalty rate under Section 6.4 with respect to Annual Net Sales of such Licensed Product in such country shall be reduced to [**]% for the remainder of the applicable royalty term as set forth under Section 6.4.1. Such unit sales volume will be based upon IMS or other available data. If such volume data is not available for a given country, then the Parties will use another mutually agreed upon method to determine the unit volume market share in such country. As necessary, appropriate payment adjustments or true-ups shall be made in the case, for example, where there is a delay in the availability of the applicable IMS or other volume data.

6.5.3 **Licensed Product Competition**. Upon the first commercial sale of a Competitive Version of a Licensed Product in the Field that is a Deliverables Know-How Licensed Product in a particular country in the Territory, the following shall apply: if the aggregate unit sales of all Competitive Version(s) in such country over a period of [**] exceed

[**] percent ([**]%) of the sum total unit sales of such Licensed Product and all Competitive Version(s) (i.e., based on unit volume market share) in such country during such [**], then beginning in the [**] after such period, the royalty rate under Section 6.4 with respect to Annual Net Sales of such Licensed Product in such country shall be reduced to [**] percent ([**]%) for the remainder of the applicable royalty term as set forth under Section 6.4.1. Such unit sales volume will be based upon IMS or other available data. If such volume data is not available for a given country, then the Parties will use another mutually agreed upon method to determine the unit volume market share in such country. As necessary, appropriate payment adjustments or true-ups shall be made in the case, for example, where there is a delay in the availability of the applicable IMS or other volume data.

6.6 **Rights Following Expiration of Payment Obligations**. Upon expiry of its payment obligations hereunder with respect to a Licensed Product in the Field in a particular country in the Territory, the licenses and rights under this Agreement shall become non-exclusive, fully paid-up, royalty-free and irrevocable with respect to such Licensed Product in the Field in such country in the Territory.

ARTICLE 7
PAYMENT TERMS; REPORTS; AUDITS

7.1 **Research Program Costs Reimbursement.** Arvinas shall send invoices to Genentech for any Research Program Costs to be reimbursed in accordance with Section 2.5.4(a)(ii) or Section 2.8.2 above at the end of each calendar month in accordance with this Section 7.1 below; provided that no such invoice shall be sent for Research Program Costs reimbursable pursuant to Section 2.8.2 until after Genentech has been notified of any relevant credits that are applicable to the relevant Research Program pursuant to Section 2.6.1. For clarity, all invoices pursuant to this Section 7.1 shall be itemized by Research Program.

For each Research Program for which reimbursement of Research Program Costs is to be made pursuant to this Section 7.1, Arvinas shall send to Genentech invoices for the Research Program Costs to be reimbursed for the immediately preceding calendar month, calculated on a prorata basis based on the total Budget for the relevant activities (less any applicable credits pursuant to Section 2.6.1), divided by the expected duration of the relevant Research Program activities (in months) as set forth in the relevant Research Plan (the "**Research Program Period**"). Upon completion or any early termination of the relevant Research Program, Arvinas shall prepare a summary Research Program Costs Report covering the entire Research Program Period or the period until such earlier termination, which shall include the total amounts of Research Program Costs incurred by Arvinas that are reimbursable in accordance with Section 2.5.4(a)(ii) or Section 2.8.2 above ("**Actual Reimbursable Research Program Costs**") and the total amounts paid and credited from Genentech to Arvinas for such Research Program Costs in accordance with this Section 7.1 ("**Estimated Reimbursable Research Program Costs**"). If the Actual Reimbursable Research Program Costs exceed the Estimated Reimbursable Research Program Costs for a particular Research Program, as reflected in the relevant summary Research Program Costs Report, then Arvinas shall invoice Genentech for an amount equal to the balance due. If the Actual Reimbursable Research Program Costs is less than the Estimated Reimbursable Research Program Costs for a particular Research Program, as reflected in the relevant summary Research Program Costs Report, then Genentech shall have the right, at its election, to apply the amount of such excess payments as a credit towards any other payments subsequently owed to Arvinas hereunder, as elected and notified to Arvinas in writing. All uncontested invoices shall be due within [**] of Genentech's receipt of an invoice for such payment.

7.2 **Milestone Payments.** Arvinas shall send invoices to Genentech for milestone event payments under Section 6.3 after Arvinas' receipt of a notice under Section 6.3.3 regarding the achievement of the corresponding milestone event under Section 6.3. All uncontested milestone event payments shall be due within [**] of Genentech's receipt of an invoice for such payment.

7.3 **Royalty Payments**. Royalty payments shall be due, on a calendar quarterly basis, [**] (or as may be extended by an additional [**] as requested by Licensee in order to coordinate such payments from its Sublicensees) after the end of any calendar quarter for which Licensee has an obligation to make royalty payments.

7.4 **Reports**.

7.4.1 **Research Program Costs Report** Within [**] after the end of each calendar quarter, Arvinas shall provide to Genentech, for each Research Program, a report that specifies for the period specified the following information ("**Research Program Costs Report**"): (i) the actual number of FTEs that performed activities under the relevant Research Plan, both internal and external, during such preceding calendar quarter and the amount reimbursable for such FTEs based on the applicable FTE Rates; (ii) a brief summary of the work performed by such individuals; and (iii) a copy (as may be redacted to protect confidentiality) of the invoice(s) from relevant subcontractors.

7.4.2 **Net Sales Report**. For each calendar quarter for which Licensee has an obligation to make Royalty Payments, such payments shall be accompanied by a report that specifies for such calendar quarter, on a Licensed Product-by-Licensed Product basis, the following information ("**Net Sales Report**"):

(i) total Net Sales of such Licensed Product in the Territory;

(ii) Net Sales on a country-by-country basis for such Licensed Product;

(iii) the exchange rate used to convert Net Sales from the currency in which they are earned to United States dollars; and

(iv) the total royalties due to Arvinas, both on a country-by-country basis and in the aggregate.

For clarity, if Licensee is reporting Net Sales for more than one Licensed Product, the foregoing information shall be reported on a Licensed Product-by-Licensed Product basis.

7.5 **Invoicing.** Arvinas shall send invoices to Genentech in accordance with this Article 7 to:

Finance Manager, Genentech Partnering
Genentech, Inc.
One DNA Way, Mail Stop 53
South San Francisco, CA 94080

7.6 **Mode of Payment**. All payments hereunder shall be made in immediately available funds to the account listed below (or such other account as Arvinas shall designate before such payment is due):

Account Name: Arvinas, Inc.
Account number: [**]
Routing number (for wires only): [**]
Bank: [**]

7.7 **Currency of Payments**. All payments under this Agreement shall be made in United States dollars, unless otherwise expressly provided in this Agreement. Net Sales outside of the United States shall be first determined in the currency in which they are earned and shall then be converted into an amount in United States dollars as follows: (a) with respect to sales by or on behalf of Licensee or its Affiliates, using Licensee's customary and usual conversion procedures, to the extent consistent with Accounting Standards and consistently applied, and (b) with respect to sales by or on behalf of a given Sublicensee, using the conversion procedures applicable to payments by such Sublicensee to Licensee for such sales, provided that such procedures are reasonable and consistent with industry standards.

7.8 **Blocked Currency**. If, at any time, legal restrictions prevent Licensee (or its Affiliate or Sublicensee) from remitting part or all of royalty payments when due with respect to any country where Licensed Products are sold, Licensee shall continue to provide Net Sales Reports for such royalty payments, and royalties accrued in that country shall be paid to Arvinas in the country in local currency by deposit in a local bank designated by Arvinas, unless the Parties otherwise agree.

7.9 **Taxes**. Each Party shall comply with applicable laws and regulations regarding filing and reporting for income tax purposes. Neither Party shall treat their relationship under this Agreement as a pass through entity for tax purposes. All payments made under this Agreement shall be made free and clear of any and all taxes, duties, levies, fees or other charges, unless the paying Party is required by law to deduct or withhold a withholding tax. In the event of any such deduction or withholding being made, the paying Party may deduct or withhold taxes required to satisfy the requirements of applicable Laws, and such amounts will be deducted from the relevant payment and paid to the proper taxing authority on behalf of the receiving Party. The paying Party will procure a tax receipt or other documentation evidencing payment of such taxes, which will be promptly forwarded to the receiving Party. Each Party agrees to use reasonable efforts to assist the other Party in claiming exemption from such deductions or withholdings under any applicable double taxation or similar agreement or treaty or to enable the other Party to receive a full refund of such withholding tax or to claim a foreign tax credit.

7.10 **Records; Inspection**.

7.10.1 **Records**. Arvinas agrees to keep, for [**] from the year of creation, records of all work done for each reporting period in which Research Program Costs are to be reimbursed in sufficient detail to enable the report provided under Section 7.4.1 to be verified. Licensee agrees to keep, for [**] from the year of creation, records of all sales of Licensed Products for each reporting period in which royalty payments are due, showing sales of Licensed Products for each Licensee and its Affiliates and applicable deductions in sufficient detail to enable the report provided under Section 7.4.2 to be verified.

7.10.2 **Audits**. Genentech and Arvinas shall each have the right to audit reports provided hereunder through an independent, certified and internationally recognized public accounting firm selected by the auditing Party and acceptable to audited Party (the "**CPA Firm**"). Such audit right shall (i) be limited to the period during which the audited Party is required to maintain such records, (ii) not be exercised more than [**], and (iii) not more frequently than [**] with respect to records covering any specific period of time. Subject to Section 7.10.3, each Party shall, within [**] following the auditing Party notifying such Party's Alliance Manager in writing, and at a mutually agreeable time during its regular business hours, make its records available for inspection by such CPA Firm at such place or places where such records are customarily kept, solely to verify the accuracy of the reports provided hereunder and related payments due under this Agreement.

7.10.3 **Confidentiality**. Prior to any audit under Section 7.10.2, the CPA Firm shall enter into a written confidentiality agreement with the audited Party that (i) limits the CPA Firm's use of the audited Party's records to the verification purpose described in Section 7.10.2; (ii) limits the information that the CPA Firm may disclose to the auditing Party to the numerical summary of payments due and paid; and (iii) prohibits the disclosure of any information contained in such records to any Third Party for any purpose. The Parties agree that all information subject to review under Section 7.10.2 and/or provided by the CPA Firm to the auditing Party is the audited Party's Confidential Information, and the auditing Party shall not use any such information for any purpose that is not germane to Section 7.10.2.

7.10.4 **Underpayment; Overpayment**. After reviewing the CPA Firm's audit report, the audited Party shall promptly pay any uncontested, understated amounts due to the auditing Party. Any overpayment made by the audited Party shall be promptly refunded or fully creditable against amounts payable in subsequent payment periods, at the audited Party's election. Any audit under Section 7.10.2 shall be at auditing Party's expense; provided, however, the audited Party shall reimburse reasonable audit fees for a given audit if the results of such audit reveal that audited Party underpaid or overcharged the auditing Party, as applicable, with respect to royalty payments or Research Program Costs reimbursements, by [**] percent ([**]%) or more for the audited period, provided that such amount exceeds $[**], and with respect to royalty payments, such audited period includes at least [**].

7.10.5 **Duration**. If Genentech or Arvinas does not request verification of records within the period during which corresponding records must be maintained under Section 7.10.1, then Genentech or Arvinas, as relevant, will be deemed to have accepted the payments and reports of the relevant periods.

7.11 **Interest Due; Recourse**. Without limiting any other rights or remedies available to Arvinas, Licensee shall pay Arvinas interest on any payments that are not paid on or before the date such payments are due under this Agreement at an annual rate of [**] percent ([**]%) above the prime rate as published by The Wall Street Journal on the date such payments first became due, or the maximum applicable legal rate, if less, calculated based on the total number of days payment is delinquent. Genentech hereby assumes responsibility for, and unconditionally guarantees, the timely payment of amounts due from Licensee hereunder (the "**Guaranteed Obligations**") promptly upon receipt from Arvinas of notice of nonpayment of any such amount. Arvinas shall not be required, prior to any such notice to Genentech, to pursue or exhaust any of its rights or remedies against another defaulting Licensee with respect to performance of any Guaranteed Obligation, or to provide any additional notice.

ARTICLE 8
INTELLECTUAL PROPERTY

8.1 **Disclosure.** In addition to disclosures to be made to Genentech as provided in Section 3.2.1 or pursuant to any reasonable request of Genentech to do so, following Genentech's exercise of each Option with respect to an Exclusive Target in accordance with Section 3.2 above, Arvinas shall promptly disclose to Genentech any New Intellectual Property (as defined below) made by or on behalf of Arvinas in the course of performing activities under the Research Program with respect to such Exclusive Target. In addition, Arvinas shall promptly disclose to Genentech any New Intellectual Property made by or on behalf of Arvinas in the course of performing activities under an Optimization Program with respect to such Exclusive Target. Arvinas's disclosure obligations under this Section 8.1 continue beyond the Research Term of the applicable Research Program or the Optimization Term of the applicable Optimization Program, in each case to the extent necessary to obtain patent protection for inventions within any New Intellectual Property as contemplated by this Article 8 and to establish inventorship thereof.

8.2 **Ownership**.

8.2.1 As between the Parties, all right, title and interest to Know-How and other intellectual property (together with all Patents and other intellectual property rights therein) made in the course of performing activities under this Agreement ("**New Intellectual Property**") (i) by or on behalf of Arvinas or any of its Affiliates, without the inventive contribution of any representative of Licensee or any of its Affiliates, shall be owned by Arvinas ("**Arvinas New Intellectual Property**"), (ii) by or on behalf of Licensee or any of Licensee's Affiliates, without the inventive contribution of any representative of Arvinas or any of its Affiliates, shall be owned by Genentech ("**Genentech New Intellectual Property**") and (iii) jointly with the inventive contribution of representatives of Arvinas or any of its Affiliates and of Genentech or any of its Affiliates shall be jointly owned by Arvinas and Genentech ("**Joint New Intellectual Property**").

8.2.2 Upon Genentech's exercise of its first Option with respect to an Exclusive Target in accordance with Section 3.2 above, all New Intellectual Property that is embodied, contained or incorporated in the Deliverables with respect to an Exclusive Target and, to the extent an Optimization Program is conducted hereunder with respect to an Exclusive Target, all New

Intellectual Property that is embodied, contained or incorporated in the Optimization Deliverables with respect to an Exclusive Target, including but not limited to, [**], ("**Deliverables New Intellectual Property**") shall be subject to the provisions set forth in Sections 8.3, 8.4 and 8.5 of this Agreement regarding Deliverables New Intellectual Property as referenced therein, regardless of whether such New Intellectual Property is Genentech New Intellectual Property, Arvinas New Intellectual Property or Joint New Intellectual Property as determined in accordance with this Section 8.2 above, with respect to each Exclusive Target until such rights may be terminated on an Exclusive Target-by-Exclusive Target basis in accordance with this Agreement. Otherwise, the provisions regarding Genentech New Intellectual Property, Arvinas New Intellectual Property or Joint New Intellectual Property, as relevant, shall apply. For clarity, notwithstanding any termination of rights with respect to Deliverables New Intellectual Property upon a termination of this Agreement with respect to a particular Exclusive Target, any rights with respect to the same New Intellectual Property as may be included within the Arvinas Intellectual Property to the extent relevant to Licensed PROTACs or Licensed Products directed to a different Exclusive Target(s) or to Licensee's rights under Sections 3.3 or 8.2.7(a) of this Agreement shall remain in effect in accordance with Sections 8.3, 8.4, and 8.5.

8.2.3 Arvinas will not incorporate any intellectual property owned by any Third Party, other than such intellectual property as is licensed by Arvinas from Yale pursuant to the Yale Agreement, into any New Intellectual Property without Genentech's prior written permission.

8.2.4 Without limiting the foregoing, each Party shall have an undivided joint interest in and to the Joint New Intellectual Property (including Patents and Know-How therein). Subject to the licenses granted in Sections 3.3 (Exclusive License) and 3.5 (Non-Exclusive Grantback License) and 8.2.7 (Non-Exclusive New Intellectual Property License), each Party may exploit fully the Joint New Intellectual Property, in any field, and may grant licenses and sublicenses under the Joint New Intellectual Property without the consent of and without accounting to the other Party; provided that such right shall not be deemed to imply any license under any other Patent(s) Controlled by the other Party that would be infringed by such activity. Further, subject to the license grants and covenants hereunder and only in accordance with any restrictions hereunder, each Party may transfer or encumber its ownership interest in and to the Joint New Intellectual Property without the consent of and without accounting to the other Party.

8.2.5 **Assignment; Further Assurances**. The assignments necessary to accomplish the ownership provisions set forth in this Section 8.2 are hereby made, and each Party shall execute such further documentation as may be necessary or appropriate, and provide reasonable assistance and cooperation, to implement the provisions of this Section 8.2. Accordingly:

(a) In the event Joint New Intellectual Property was made by or on behalf of either Party or any of its Affiliates, such Party (the "**Assignor**"), hereby assigns to the other Party ("**Assignee**") such right, title and interest in and to such Joint New Intellectual Property as is required to effectuate joint ownership thereof in accordance with Section 8.2.

(b) Each Party agrees to execute such documents, render such assistance, and take such other action as the other Party may reasonably request, to apply for, register, perfect, confirm, and protect the other Party's rights in any New Intellectual Property retained or assigned to the other Party in this Section 8.2.

(c) Each Party shall require all of its employees, Affiliates and any Third Parties working pursuant to this Agreement on its behalf, to assign (or otherwise convey rights) to such Party any New Intellectual Property made by such employee, Affiliate or Third Party in the course of performing activities hereunder, and to cooperate with such Party in connection with obtaining intellectual property protection therefor.

8.2.6 **Inventorship**. The determination of inventive contribution by or on behalf of a Party with respect to New Intellectual Property for purposes of determining ownership as set forth above shall be made in accordance with the laws of inventorship under United States patent law. In the event of a dispute between the Parties over inventorship of New Intellectual Property, the Parties shall refer such dispute to a mutually acceptable patent counsel to determine inventorship, and shall use all reasonable efforts to do so in an efficient and expedient manner.

8.2.7 **Non-Exclusive New Intellectual Property License**. In consideration of the rights granted under this Section 8.2:

(a) Arvinas hereby grants to Licensee a non-exclusive, worldwide, perpetual, irrevocable, fully paid-up license, with the right to grant sublicenses, through one or more tiers of sublicensees, under any Arvinas New Intellectual Property (including any Deliverables New Intellectual Property) to the extent that it relates to a modification of or improvement to a Genentech Compound, or to a product (other than a Licensed Product) containing such a Genentech Compound or a modification of or improvement thereto, and/or the manufacture, use and/or formulation thereof, to make, have made, use, sell, offer for sale, and import such Genentech Compounds or products; and

(b) Arvinas hereby grants to Licensee a non-exclusive, worldwide, perpetual, irrevocable, fully paid-up license, with the right to grant sublicenses, through one or more tiers of sublicensees, under any Know-How within the Arvinas New Intellectual Property (including any Deliverables New Intellectual Property) to the extent that it relates to a [**], to use such Know-How to make, use, sell, offer for sale, and import products containing or otherwise incorporating [**]. For clarity, such license does not include rights under any Arvinas Patent. Licensee shall not, and shall have no right to, alone or through any Third Party, exercise or sublicense the license granted under this Section 8.2.7(b) unless and until Genentech has exercised its first Option with respect to an Exclusive Target in accordance with Section 3.2 above.

8.3 **Patent Prosecution and Maintenance**. Subject to this Section 8.3, as between the Parties, each Party shall have the sole right to Prosecute and Maintain Patents that such Party owns or controls independently of the other Party (as determined in accordance with this Agreement or otherwise). The Parties agree that, in the event that Genentech has exercised its first Option with respect to an Exclusive Target in accordance with Section 3.2 above, the provisions set forth in this Section 8.3 below shall apply and the Parties shall consult with each other as to potential strategies to Prosecute and Maintain Patents with respect to Licensed PROTACs and Licensed Products with the goal to obtain Patent protection of Licensed PROTACs, as a whole [**], directed to Exclusive Targets as further set forth below.

8.3.1 **Joint New Intellectual Property and Deliverables New Intellectual Property**.

(a) **First Right**. Genentech shall, at its sole discretion and expense, have the right (but not the obligation) to Prosecute and Maintain Patents claiming Joint New Intellectual Property and Patents claiming the Deliverables New Intellectual Property. In accordance with Section 8.3.4 below, Genentech shall appropriately consult with Arvinas and keep Arvinas reasonably informed of the status of any such Prosecution and Maintenance, and Arvinas will provide all reasonable cooperation and assistance to Genentech at Genentech's reasonable request and at Genentech's expense in any such Prosecution and Maintenance of the Joint New Intellectual Property and Deliverables New Intellectual Property, including making data, reports, and scientific personnel reasonably available to prepare and prosecute patent applications.

(b) **Back Up Right**. If Genentech elects not to Prosecute and Maintain any Patent within the Joint New Intellectual Property or Deliverables New Intellectual Property pursuant to Section 8.3.1(a) in any country, then Genentech shall provide at least [**] written notice to Arvinas. Thereafter, upon Genentech's prior written consent, not to be unreasonably withheld, Arvinas shall have the right, but not the obligation, to Prosecute and Maintain any said Patents in such country(ies), at its sole expense and in its sole discretion; provided that in accordance with Section 8.3.4 below, Arvinas shall appropriately consult with Genentech and keep Genentech reasonably informed of the status of any such Prosecution and Maintenance. Genentech will provide all reasonable cooperation and assistance to Arvinas at Arvinas' reasonable request and at Arvinas' expense in any such Prosecution and Maintenance. The ownership or license rights of either Party shall not be affected, notwithstanding any such transfer of Prosecution and Maintenance of said Patents.

8.3.2 **Arvinas Patents**. Arvinas shall have the sole and exclusive right, at its discretion and expense, to Prosecute and Maintain Patents within the Arvinas Intellectual Property (other than Joint New Intellectual Property and Deliverables New Intellectual Property, which shall be Prosecuted and Maintained pursuant to Section 8.3.1 above); provided that Arvinas shall not file any patent application that expressly claims or otherwise discloses the Deliverables, Optimization Deliverables, or any PROTAC or Product that in either case contains a Genentech Compound without the prior written consent of Genentech, which consent shall not be unreasonably withheld or delayed. In accordance with Section 8.3.4 below, Arvinas shall appropriately consult with Genentech with respect to any such Prosecution or Maintenance to the extent relevant to Licensed PROTACs or Licensed Products directed to Exclusive Targets or to Licensee's rights under Sections 3.3 or 8.2.7(a) of this Agreement.

8.3.3 **Interferences Between the Parties.** If an interference or derivation proceeding is declared by the US Patent and Trademark Office between one or more of the Patents within the Joint New Intellectual Property, Deliverables New Intellectual Property or other Arvinas Intellectual Property or otherwise Controlled by Licensee and such declared interference or derivation proceeding does not involve any Patents owned by a Third Party, then the Parties shall in good faith establish a mutually agreeable process to resolve such interference or derivation proceeding in a reasonable manner in conformance with all applicable legal standards.

8.3.4 **Consultation**. In each case with respect to the Prosecution and Maintenance of Joint New Intellectual Property or Deliverables New Intellectual Property or other Arvinas Intellectual Property to the extent relevant to Licensed PROTACs or Licensed Products directed to Exclusive Targets or to Licensee's rights under Sections 3.3 or 8.2.7(a) of this Agreement, the filing or prosecuting Party, as provided above and as relevant ("**Filing Party**") shall appropriately consult with the other Party ("**Non-Filing Party**") and keep the Non-Filing Party reasonably informed of the status of any such Prosecution and Maintenance as follows:

The Filing Party shall give the Non-Filing Party an opportunity to review the text of any application before filing, shall consult with the Non-Filing Party with respect thereto, and shall supply the Non-Filing Party with a copy of the application as filed, together with notice of its filing date and serial number. The Filing Party shall keep the Non-Filing Party advised of the status of the actual and prospective patent filings and, upon the Non-Filing Party's request, shall provide advance copies of any papers related to the filing, prosecution and maintenance of such patent filings. The Filing Party shall regularly provide the other Party with copies of all material submissions and correspondence with the patent offices, in sufficient time to allow for review and comment by the Non-Filing Party. The Filing Party will provide the Non-Filing Party and its patent counsel with an opportunity to consult with the Filing Party and its patent counsel regarding the filing and contents of patent applications, amendments, submissions or responses, and the advice and suggestions of the Non-Filing Party and its patent counsel shall be taken into consideration in good faith by the Filing Party and its patent counsel. Each Party agrees to execute and deliver, at the reasonable request and sole expense of the Filing Party all papers, instruments and assignments, and to perform any other reasonable acts as the Filing Party may require, in order for such Party to pursue relevant patent applications in accordance with this Section 8.3. Each Party shall promptly give notice to the other Party of the grant, lapse, revocation, surrender, invalidation or abandonment of any Patent for which such Party is responsible under this Section 8.3 for Prosecution and Maintenance. With respect to all filings hereunder, the Filing Party (as of the relevant time such cost or expense is incurred) shall be responsible for payment of all costs and expenses related to such filings.

The Parties shall discuss in good faith whether to segregate filings on New Intellectual Property such that Patents do not claim both Deliverables New Intellectual Property and other Arvinas New Intellectual Property or Joint New Intellectual Property, or whether consolidated filings would be preferred.

In addition, and notwithstanding any other provision hereof, Genentech agrees that it will not file any patent application claiming any invention within the Deliverables or Optimization Deliverables or in which a representative of Arvinas is a named inventor, which includes Dr. Craig Crews, without prior consultation with Arvinas as set forth under this Section 8.3.4.

8.4 **Enforcement Rights for Infringement by Third Parties**.

8.4.1 **Notice**. Except with respect to Paragraph IV Claims (which shall be enforced pursuant to Section 8.5 below), each Party shall promptly notify, in writing, the other Party upon learning of (a) any actual or suspected infringement or misappropriation of the Joint New Intellectual Property or Deliverables New Intellectual Property, or (b) any actual or suspected infringement or misappropriation of any other Arvinas Intellectual Property to the extent relevant to Licensee's rights under Sections 3.3 or 8.2.7(a) of this Agreement this Agreement, or (c) except for matters that are subject to Section 8.3.3 above, any declaratory judgment action or similar claim of invalidity, unenforceability, or non-infringement of the Joint New Intellectual Property, Deliverables New Intellectual Property or such other Arvinas Intellectual Property (each, an "**Infringement**"). At the request of the Party receiving such notice, the other Party shall provide all evidence in its possession pertaining to the actual or suspected Infringement that it can disclose without breach of a pre-existing obligation to a Third Party or waiver of privilege.

8.4.2 **Enforcement Actions**. The Parties shall consult as to potential strategies to terminate suspected or potential Infringement, consistent with the overall goals of this Agreement. If the Parties fail to agree on such strategies:

(a) Genentech or its designee shall have the first right, but not the obligation, to seek to abate any actual or suspected Infringement by a Third Party, or to file suit against any Third Party for Infringement, in each case of any Joint New Intellectual Property or Deliverables New Intellectual Property, at its own expense, in its own name and under its own direction and control. If Genentech or its designee does not initiate any such action within [**] of any written request by Arvinas for Genentech or its designee to do so following consultation in accordance with this Section 8.4.2, Arvinas shall have the right, but not the obligation, to take action to enforce against such Infringement under such Joint New Intellectual Property or Deliverables New Intellectual Property, at its own expense, in its own name and under its own direction and control; provided that if Genentech or its designee is pursuing in earnest ongoing settlement discussions at the end of such [**] period, then Arvinas shall not be permitted to exercise such right unless such settlement discussions cease without reaching settlement or Genentech or its designee ceases to pursue such discussions in earnest.

(b) Arvinas shall have the first right, but not the obligation, to seek to abate any actual or suspected Infringement by a Third Party, or to file suit against any Third Party for Infringement, in each case of any Arvinas Intellectual Property (other than Joint New Intellectual Property and Deliverables New Intellectual Property, which shall be subject to Section 8.4.2(a) above), at its own expense, in its own name and under its own direction and control; provided that if such Infringement is also an Infringement of any Joint New Intellectual Property or Deliverables New Intellectual Property, then the Parties shall consult as to potential strategies to terminate suspected or potential Infringement with respect to such New Intellectual Property in accordance with Section 8.4.2(a) prior to initiating any such action with respect to any such Arvinas Intellectual Property in accordance with this Section 8.4.2(b). With respect to any such action regarding an Infringement of any Arvinas Patent to the extent relevant to Licensee's rights under Sections 3.3 or 8.2.7(a) of this Agreement, if Arvinas does not, within [**] of receipt of the relevant consultation in accordance with this Section 8.4.2, take steps to abate the Infringement, or to file suit to enforce against such Infringement, then Genentech or its designee, subject to any relevant obligations under Section 11.2 of the Yale Agreement, shall have the right, but not the obligation, to take action to enforce against such Infringement under such Arvinas Patent but only to the extent directly relevant to Licensee's rights with respect to an Exclusive Target under Sections 3.3 that Licensee is permitted to exercise or to Licensee's rights under Section 8.2.7(a) of this Agreement, in each case at its own expense, in its own name and under its own direction and control; provided that if Arvinas is pursuing in earnest ongoing settlement discussions at the end of such [**] period, then Genentech or its designee shall not be permitted to exercise such right unless such settlement discussions cease without reaching settlement or Arvinas ceases to pursue such discussions in earnest.

(c) The non-controlling Party(ies) shall cooperate with the Party controlling any such action to abate or enforce pursuant to this Section 8.4.2 (an "**Enforcement Action**") (as may be reasonably requested by the controlling Party and at the controlling Party's expense), including, if necessary, by being joined as a party, provided that the non-controlling Party shall be indemnified by the controlling Party as to any costs or expenses incurred, and shall have the right to be represented by its own counsel, at its own expense; provided that the controlling Party shall retain overall responsibility for the prosecution of such Enforcement Action in such event. The Party controlling any such action shall keep the other Party updated with respect to any such Enforcement Action, including providing copies of all documents received or filed in connection with any such Enforcement Action.

8.4.3 **Settlement.** The Party controlling any Enforcement Action, at its sole discretion, may take reasonable actions to terminate any alleged Infringement without litigation; provided, that if any such arrangement could reasonably be deemed to adversely affect the non-controlling Party's rights (whether granted or retained) under this Agreement or to restrict the scope, or adversely affect the enforceability of the non-controlling Party's Patents, or would require the consent of any Third Party licensor of such non-controlling Party, then that arrangement is subject to the non-controlling Party's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. The Party controlling any Enforcement Action may not settle or consent to an adverse judgment that could reasonably be deemed to adversely affect the non-controlling Party's rights (whether granted or retained) under this Agreement or to restrict the scope, or adversely affect the enforceability of the non-controlling Party's Patents without the express written consent of the non-controlling Party (such consent not to be unreasonably withheld, conditioned or delayed).

8.4.4 **Costs and expenses.** The Party controlling any Enforcement Action shall bear all costs and expenses, including but not limited to litigation expenses, related to such Enforcement Action, except as expressly provided above.

8.4.5 **Damages.** Unless otherwise mutually agreed by the Parties, and subject to the respective indemnity obligations of the Parties set forth in Article 12, all damages, amounts received in settlement, judgment or other monetary awards recovered in an Enforcement Action with respect to activities of the Third Party that occurred prior to the effective date of such award shall be shared as follows:

(a) first, to reimburse each Party (and their respective Third Party licensors or (sub)licensees joined as a party in such Enforcement Action) for all costs and expenses incurred by such Party related to such Enforcement Action, including, without limitation, reasonable attorneys' fees. If such recovery is insufficient to cover all such costs and expenses of both Parties, it shall be shared in proportion to the total of such costs and expenses incurred by each Party (and their respective Third Party licensors or (sub)licensees joined as a party in such Enforcement Action);

(b) If, after such reimbursement, any funds remain from such damages or other sums recovered, such funds shall be divided as follows: (i) if and to the extent awarded as lost sales, the amounts shall go to Licensee in reimbursement for lost sales (net of royalties thereon which shall be paid in accordance with Section 6.4 and subject to Section 6.5) and (ii) if and to the extent not awarded as lost sales, the amounts shall go to Licensee, with Arvinas being paid a royalty thereon at the Valid Claim Licensed Product rate as set forth under Section 6.4.

For the avoidance of doubt, if any settlement results in Licensee granting to the alleged infringer a sublicense under the Joint New Intellectual Property, Deliverables New Intellectual Property or other Arvinas Intellectual Property with running royalties payable on post-settlement sales by the alleged infringer, such alleged infringer shall be deemed to be a Sublicensee of Licensee and such royalties on post-settlement sales (x) shall be subject to all applicable royalty obligations hereunder, and (y) shall not be subject to this Section 8.4.5; provided, that any upfront or event payments or the like shall be deemed special damages and subject to Section 8.4.5(b)(ii). In the event the sublicense agreement includes other intellectual property that is not subject of this Agreement, then Licensee shall have the right, in its reasonable discretion, to apportion such upfront, event payments and/or royalties pro-rata between such other intellectual property and such Joint New Intellectual Property, Deliverables New Intellectual Property or other Arvinas Intellectual Property.

8.5 **Certification under Drug Price Competition and Patent Restoration Act**.

8.5.1 **Notice**. If a Party becomes aware of any certification filed pursuant to 21 U.S.C. §355(b)(2)(A) or §355(j)(2)(A)(vii)(IV) or its successor provisions asserting that any Patents Controlled by Arvinas and/or Genentech Covering a Licensed PROTAC or Licensed Product directed to an Exclusive Target in the Field in the Territory are invalid or otherwise unenforceable, or that infringement of any such Patents will not arise from the manufacture, use, import or sale of a Product in the Field in the Territory by a Third Party (a "**Paragraph IV Claim**"), such Party shall promptly notify the other Party in writing within [**] after its receipt thereof.

8.5.2 **Control**. Genentech shall have the first right, but not the obligation, to file suit against the relevant Third Party to enforce any and all Patents Controlled by Arvinas and/or Genentech included in a Paragraph IV Claim, at its own expense, in its own name (except as otherwise required under applicable Law) and under its own direction and control. If Genentech elects not to file suit against the relevant Third Party to enforce any Arvinas Patent named in a Paragraph IV Claim, then Genentech shall notify Arvinas as soon as practicable, but in any event not later than [**] before the first action required to file suit to enforce such Arvinas Patent in response to such Paragraph IV Claim, and Arvinas shall have the right, but not the obligation, to file suit to enforce such Arvinas Patent in response to such Paragraph IV Claim, at its own expense, in its own name (except as otherwise required under applicable Law) and under its own direction and control, but solely with respect to such Arvinas Patent.

8.5.3 The non-controlling Party(ies) shall cooperate with the Party controlling any such action to enforce pursuant to this Section 8.5 (an "**Paragraph IV Action**") (as may be reasonably requested by the controlling Party and at the controlling Party's expense), including, if necessary, by being joined as a party provided that the non-controlling Party shall be indemnified by the controlling Party as to any costs or expenses incurred, and shall have the right to be represented by its own counsel at its own expense; provided that the controlling Party shall retain overall responsibility for the prosecution of such Paragraph IV Action in such event. The controlling Party shall regularly provide to the non-controlling Party updates of such Paragraph

IV Action and copies of all material filings and communications with respect to such Paragraph IV Action, in sufficient time to allow for review and comment by the non-controlling Party. The controlling Party shall provide the non-controlling Party and its litigation counsel with an opportunity to consult with the controlling Party and its litigation counsel regarding the filing and contents of material filings and communications with respect to such Paragraph IV Action, and the advice and suggestions of the non-controlling Party and its litigation counsel shall be taken into consideration in good faith by the controlling Party and its litigation counsel.

8.5.4 **Settlement.** The Party controlling any Paragraph IV Action, at its sole discretion, may take reasonable actions to settle such Paragraph IV Action; provided, that if any such arrangement could reasonably be deemed to adversely affect the non-controlling Party's rights (whether granted or retained) under this Agreement or to restrict the scope, or adversely affect the enforceability of the non-controlling Party's Patents, or would require the consent of any Third Party licensor of such non-controlling Party, then that arrangement is subject to the non-controlling Party's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned. The Party controlling any Paragraph IV Action may not settle or consent to an adverse judgment that could reasonably be deemed to adversely affect the non-controlling Party's rights (whether granted or retained) under this Agreement or to restrict the scope, or adversely affect the enforceability of the non-controlling Party's Patents or the commercialization of a Licensed Product in the Field in the Territory, without the express written consent of the non-controlling Party (such consent not to be unreasonably withheld, conditioned or delayed).

8.5.5 Any compensation recovered as a result of a Paragraph IV Action shall be allocated as set forth in Section 8.4.5 above, as applicable. For clarity, in the event neither Party files suit against the relevant Third Party with respect to a Paragraph IV Claim pursuant to this Section 8.5, any subsequent actual or threatened infringement or declaratory judgment action or similar claim of invalidity, unenforceability, or non-infringement with respect to Joint New Intellectual Property or other Arvinas Intellectual Property that is reasonably relevant to Licensee's rights under this Agreement shall be considered an "Infringement" subject to Section 8.4 above.

8.6 **Third Party Infringement Claims**.

8.6.1 **Notice**. In the event that a Third Party shall make any claim, give notice, or bring any suit or other inter partes proceeding against any Licensee entity or Arvinas, or any of their respective Affiliates or (Sub)licensees or customers, for infringement or misappropriation of any intellectual property rights with respect to the research, development, making, using, selling, offering for sale, import or export of any Licensed Product in the Field in the Territory ("**Third Party Infringement Claim**"), in each case, the Party receiving notice of a Third Party Infringement Claim shall promptly notify the other Party and provide all evidence in its possession pertaining to the claim or suit that it can disclose without breach of a pre-existing obligation to a Third Party or waiver of privilege.

8.6.2 **Defense**. The Parties shall consult, pursuant to a common joint defense agreement, as to potential strategies to defend against any Third Party Infringement Claim, consistent with the overall goals of this Agreement, including by being joined as a party. The Parties shall cooperate with each other in all reasonable respects in the defense of any Third Party Infringement Claim or raising of any counterclaim related thereto. If the Parties fail to agree on such strategies, and subject to the respective indemnity obligations of the Parties set forth in Article 12, Genentech or its designee shall be solely responsible for defending such Third Party Infringement Claim including but not limited to selection of counsel, venue, and directing all aspects, stages, motions, and proceedings of litigation. If Genentech or its designee does not, within [**] of receipt of a notice under Section 8.6.1, take steps to defend the Third Party Infringement Claim, then to the extent that such Third Party Infringement Claim is brought against Arvinas and relates to acts by or on behalf of Arvinas under a Research Program or an Optimization Program or in breach of this Agreement, Arvinas shall have the right, but not the obligation, to defend against such Third Party Infringement Claim; provided that if Genentech or its designee is pursuing in earnest ongoing settlement discussions at the end of such [**] period, then Arvinas shall not be permitted to exercise such right unless such settlement discussions cease without reaching settlement or Genentech or its designee ceases to pursue such discussions in earnest. At the controlling Party's request and expense, the non-controlling Party(ies) shall cooperate with the controlling Party in connection with any such defense, provided that the non-controlling Party(ies) shall be indemnified by the controlling Party as to any costs or expenses, and shall have the right to be represented by its own counsel but at its own expense. Any counterclaim or other similar action by a Party, to the extent such action involves any enforcement of rights under Joint New Intellectual Property, Deliverables New Intellectual Property or other Arvinas Intellectual Property, will be treated as an Enforcement Action subject to Section 8.4 above.

8.6.3 **Settlement.** If any defense action against a Third Party Infringement Claim pursuant to Section 8.6.2 above would adversely affect the other Party's rights under this Agreement or impose a financial obligation upon the other Party or grant rights in respect, or affect the validity or enforceability, of the other Party's Patents, then any settlement, consent judgment or other voluntary final disposition of such Third Party Infringement Claim shall not be entered into without the consent of the other Party (such consent not to be unreasonably withheld, conditioned or delayed).

8.6.4 **Costs and Expenses.** The Party controlling the defense of any Third Party Infringement Claim shall bear all costs and expenses, including but not limited to litigation expenses, to defend against any Third Party Infringement Claim, except as expressly provided above.

8.7 **Attorney-Client Privilege**. Neither Party is waiving, nor shall be deemed to have waived or diminished, any of its attorney work product protections, attorney-client privileges or similar protections and privileges or the like as a result of disclosing information pursuant to this Agreement, or any of its Confidential Information (including Confidential Information related to pending or threatened litigation) to the receiving Party, regardless of whether the disclosing Party has asserted, or is or may be entitled to assert, such privileges and protections. The Parties: (a) share a common legal and commercial interest in such disclosure that is subject to such privileges and protections; (b) are or may become joint defendants in proceedings to which the information covered by such protections and privileges relates; (c) intend that such privileges and protections remain intact should either Party become subject to any actual or threatened proceeding to which the disclosing Party's Confidential Information covered by such protections and privileges relates; and (d) intend that after the Original Effective Date both the receiving Party and the disclosing Party shall have the right to assert such protections and privileges.

8.8 **Patent Challenges**. For the purposes of this Section 8.8, a "**Yale Patent Challenge**" shall mean any action or proceeding (including any patent opposition or re-examination proceeding) challenging or denying the validity, patentability, and/or enforceability of any of the "LICENSED PATENTS" (as defined in the Yale Agreement) under which a Yale Patent Sublicensee is a SUBLICENSEE (as defined in the Yale Agreement) in a court of competent jurisdiction or with any governmental agency with authority over such LICENSED PATENTS anywhere in the world; and a "**Yale Patent Sublicensee**" shall mean Licensee or any of its Affiliates or Sublicensees. Except to the extent the following is unenforceable under the Laws of a particular jurisdiction, in the event that (i) any Yale Patent Sublicensee brings a Yale Patent Challenge anywhere in the world, or (ii) any Yale Patent Sublicensee knowingly assists another party in bringing a Yale Patent Challenge anywhere in the world (except as required under a court order or subpoena), then the following would apply:

8.8.1 During the pendency of such Yale Patent Challenge and thereafter solely to the extent provided in Section 8.8.3, in addition to any amounts due from Licensee to Arvinas pursuant to Article 6 of this Agreement (which shall remain payable as further described below), Genentech shall pay directly to Yale, on behalf of Arvinas, [**] percent ([**]%) of the royalties due from Arvinas to Yale under the Yale Agreement with respect to all Net Sales of Licensed Products by Licensee, its Affiliates or Sublicensees (defined below as "Yale Royalties") on or after the date of such Yale Patent Challenge, provided that if a first sale to a Third Party of any Licensed Product on which royalties are owed to Arvinas hereunder has not been made by any Yale Patent Sublicensee in any country prior to the commencement of such Yale Patent Challenge, Genentech shall, until such first sale occurs, pay directly to Yale, within [**] of the date of such Yale Patent Challenge and on or before each anniversary of the date of such Yale Patent Challenge which occurs prior to such first sale, an amount equal to [**] U.S. dollars (US$[**]), which is based on the license maintenance royalty due to Yale from Arvinas pursuant to Section 5.2 of the Yale Agreement. Unless otherwise provided in Section 8.8.2, the payments described above shall be made to Yale in accordance with Sections 7.3, 7.4.2, 7.7, 7.8, 7.9 and 7.11 of this Agreement, but to Yale and for the benefit of Yale, and to an account designated by Yale in writing. For clarity, such payments shall be due from Genentech in addition to any obligation of Arvinas to pay Yale such amounts as are due under the Yale Agreement and to the obligation of Genentech to pay Arvinas any amounts due under this Agreement, in each case based on the development and commercialization of Licensed Products by Licensee, its Affiliates or Sublicensees, and all such payments shall be due without any other penalty that may be assessed on such amounts or other payments due from Arvinas to Yale under the Yale Agreement as a result of a Yale Patent Challenge.

For reference purposes, the royalties due from Arvinas to Yale under the Yale Agreement with respect to Net Sales of Licensed Products by Licensee, its Affiliates or Sublicensees ("**Yale Royalties**") are as follows: [**] percent ([**]%) on Net Sales of Licensed Products directed to Exclusive Targets that are VALID CLAIM PRODUCTS (as defined in the Yale Agreement) and [**] percent ([**]%) of Licensed Products directed to Exclusive Targets that are MEANINGFULLY INVOLVED PRODUCTS (as defined in the Yale Agreement), subject to certain qualifications regarding a CHANGE OF CONTROL (as defined in the Yale Agreement)

of Arvinas whose status Arvinas shall clarify to Genentech in writing upon written request of Genentech to do so as of the relevant time, provided that in the event that Arvinas is not owed any royalty pursuant to this Agreement with respect to any Licensed Product under this Agreement that is either a VALID CLAIM PRODUCT or a MEANINGFULLY INVOLVED PRODUCT under the Yale Agreement, Genentech shall not owe any royalty thereon to Yale pursuant to this Section 8.8.1. Notwithstanding the foregoing, with respect to Net Sales of any Deliverables Know-How Licensed Product that is either a MEANINGFULLY INVOLVED PRODUCT or a VALID CLAIM PRODUCT under the Yale Agreement on which EARNED ROYALTIES are owed from Arvinas to Yale under the Yale Agreement, Genentech shall be obligated to pay to Yale pursuant to this Section 8.8.1, as part of the Yale Royalties, [**] percent ([**]%) of the corresponding royalty amount owed to Arvinas pursuant to this Agreement with respect to Net Sales of any such Licensed Product.

8.8.2 Genentech shall have the right, during the pendency of such Yale Patent Challenge, to pay any or all amounts due directly from Genentech to Yale under Section 8.8.1 above (or portion thereof) into an interest-bearing escrow account to be held pending Determination of such Yale Patent Challenge; provided that all such amounts escrowed, together with any interest accrued thereon, shall be paid over directly to Yale, on behalf of Arvinas, or returned to Genentech, as appropriate, upon the Determination of such Yale Patent Challenge as further set forth below. Arvinas acknowledges and agrees that such payments made into escrow shall satisfy Genentech's direct payment obligations under Section 8.8.1 above as if such payments were made directly to Yale on behalf of Arvinas (and Genentech shall not be in breach of this Agreement, nor shall any licenses granted to Genentech under this Agreement terminate, as a result of Genentech making such payments into escrow). For clarity, the amounts to be paid by Arvinas to Yale under this Agreement shall continue to be paid directly to Yale and not into escrow. For the purposes of this Section 8.8, a "**Determination**" shall mean any final judgment, final agency determination or final arbitration award, or, if applicable, voluntary dismissal of the Yale Patent Challenge, in each case, from which no appeal may be filed in a court of competent jurisdiction or with any governmental agency with authority over such LICENSED PATENTS anywhere in the world.

8.8.3 If such Yale Patent Challenge results in a Determination that at least one of the claims of the LICENSED PATENTS that has been challenged in such Yale Patent Challenge is valid, patentable, enforceable and infringed, then the following would apply:

(a) All amounts escrowed pursuant to Section 8.8.2 above, together with any interest accrued thereon, shall be paid over directly to Yale, on behalf of Arvinas.

(b) For the remainder of the term of the Yale Agreement, in addition to any amounts due from Licensee to Arvinas pursuant to Article 6 of this Agreement (which shall remain payable to Arvinas as further described in Section 8.8.1), Genentech shall continue to pay directly to Yale, on behalf of Arvinas, the amounts due from Genentech to Yale pursuant to Section 8.8.1 above.

(c) Genentech shall promptly reimburse Yale, on behalf of Arvinas, for all reasonable attorney's fees and expenses incurred in connection with such Yale Patent Challenge.

8.8.4 If such Yale Patent Challenge results in a determination that all of the claims of the LICENSED PATENTS that have been challenged in such Yale Patent Challenge are invalid, unpatentable, unenforceable and/or not infringed, then the following would apply:

(a) All amounts escrowed pursuant to Section 8.8.2 above, together with any interest accrued thereon, shall be returned to Genentech.

(b) Except as provided under Section 8.8.4(a) above, Genentech will have no right to recoup any payments made prior to such Determination.

8.8.5 In addition, Genentech hereby agrees that no Yale Patent Sublicensee shall bring a Yale Patent Challenge without first providing to Arvinas and Yale at least [**] prior written notice setting forth the claims and patents that are being challenged or claimed not to be infringed.

8.9 **Patent Marking**. To the extent commercially feasible and consistent with Licensee's business practices, Licensee shall use Diligent Efforts to mark, and shall cause its Affiliates and Sublicensees to use Diligent Efforts to mark, each Licensed Product to be sold pursuant to this Agreement that is Covered by one or more "LICENSED PATENTS" (as defined in the Yale Agreement) with the number of each such LICENSED PATENT that applies to such Licensed Product.

ARTICLE 9
CONFIDENTIALITY

9.1 **Non-use and Non-disclosure of Confidential Information**. During the Term, and for a period of [**] thereafter, a Party (the "**Receiving Party**") receiving Confidential Information of the other Party hereunder (the "**Disclosing Party**") (or that has received any such Confidential Information from the other Party prior to the Original Effective Date) shall (i) except to the extent permitted by this Agreement in connection with the performance of its obligations or exercise of its rights hereunder or otherwise agreed to in writing, keep confidential and not disclose to any Third Party any Confidential Information of the other Party; (ii) except to the extent permitted by this Agreement in connection with the performance of its obligations or exercise of its rights hereunder or otherwise agreed to in writing, not use for any purpose any Confidential Information of the other Party; and (iii) take all reasonable precautions to protect the Confidential Information of the other Party (including all precautions a Party employs with respect to its own confidential information of a similar nature and taking reasonable precautions to assure that no unauthorized use or disclosure is made by others to whom access to the Confidential Information of the Party is granted).

9.2 **Exclusions Regarding Confidential Information**. Notwithstanding anything set forth in this Article 9 to the contrary, the obligations of Section 9.1 above shall not apply to the extent that the Receiving Party can demonstrate that the Confidential Information of the Disclosing Party:

(a) was already known to the Receiving Party, other than under an obligation of confidentiality, at the time of receipt by the Receiving Party;

(b) was generally available to the public or otherwise part of the public domain at the time of its receipt by the Receiving Party;

(c) became generally available to the public or otherwise part of the public domain after its receipt by the Receiving Party other than through any act or omission of the Receiving Party in breach of this Agreement;

(d) was received by the Receiving Party without an obligation of confidentiality from a Third Party having the right to disclose such information without restriction;

(e) was independently developed by or for the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party; or

(f) was released from the restrictions set forth in this Agreement by express prior written consent of the Party.

Any combination of two or more individual features or components shall not be deemed to fall within any of the foregoing exclusions merely because the individual features or components fall separately within such foregoing exclusions, unless the combination itself or the principle of operation to combine such features or components fall within such foregoing exclusions.

9.3 **Authorized Disclosures of Confidential Information**. Notwithstanding the foregoing, a Receiving Party may use and disclose the Confidential Information of the Disclosing Party as follows:

(a) subject to Section 9.4, if required by law, rule or governmental regulation, including as may be required in connection with any filings made with, or by the disclosure policies of a major stock exchange; provided that the Party seeking to disclose the Confidential Information of the other Party (i) use all reasonable efforts to inform the other Party prior to making any such disclosures and cooperate with the other Party in seeking a protective order or other appropriate remedy (including redaction) and (ii) whenever possible, request confidential treatment of such information;

(b) to the extent such use and disclosure is reasonably required in the Prosecution and Maintenance of a Patent within the Joint New Intellectual Property or Deliverables New Intellectual Property in accordance with this Agreement;

(c) as reasonably necessary to obtain or maintain any regulatory approval, including to conduct preclinical studies and clinical trials and for pricing approvals, for any Licensed Products directed to Exclusive Targets, provided, that, the disclosing Party shall take all reasonable steps to limit disclosure of the Confidential Information outside such regulatory agency and to otherwise maintain the confidentiality of the Confidential Information. The Receiving Party shall furnish only that portion of the Confidential Information which it is advised by counsel is legally required whether or not a protective order or other similar order is obtained by the Disclosing Party;

(d) to take any lawful action that it deems necessary to protect its interest under, or to enforce compliance with the terms and conditions of, this Agreement; or

(e) to the extent necessary, to permitted Affiliates, Sublicensees, licensees, collaborators, vendors, consultants, agents, attorneys, contractors and clinicians under written agreements of confidentiality at least as restrictive as those set forth in this Agreement, who have a need to know such information in connection with such Party performing its obligations or exercising its rights under this Agreement. Further, the Receiving Party may disclose Confidential Information of the Disclosing Party to existing or *bona fide* potential acquirers, merger partners, permitted collaborators, licensees and sources of financing or to professional advisors (e.g. attorneys, accountants and prospective investment bankers) involved in such activities, for the limited purpose of evaluating such transaction, collaboration or license and under appropriate conditions of confidentiality, only to the extent necessary and with the agreement by those permitted individuals to maintain such Confidential Information in strict confidence.

Confidential Information that is disclosed in accordance with this Section 9.3 shall remain otherwise subject to the confidentiality and non-use provisions of this Article 9 except to the extent that such permitted disclosure results in a public disclosure of such information (otherwise than by breach of this Agreement).

9.4 **Securities Filings**. In the event either Party proposes to file with the Securities and Exchange Commission, or the securities regulators of any state or other jurisdiction, a registration statement or any other disclosure document which describes or refers to this Agreement under the Securities Act of 1933, as amended, the Securities Exchange Act, of 1934, as amended, or any other applicable securities Law, the Party shall notify the other Party of such intention and shall provide such other Party with a copy of relevant portions of the proposed filing not less than [**] prior to such filing (and any revisions to such portions of the proposed filing a reasonable time prior to the filing thereof), including any exhibits thereto relating to this Agreement, and shall use reasonable efforts to obtain confidential treatment of any information concerning this Agreement that such other Party requests be kept confidential, and shall only disclose Confidential Information which it is advised by counsel is legally required to be disclosed. No such notice shall be required under this Section 9.4 if the substance of the description of or reference to this Agreement contained in the proposed filing has been included in any previous filing made by the either Party hereunder or otherwise approved by the other Party**.**

9.5 **Terms of this Agreement**. The existence and the terms and conditions of this Agreement that the Parties have not specifically agreed to disclose hereunder shall be considered Confidential Information of both Parties. Either Party may disclose such terms only as permitted under Section 9.3 above.

9.6 **Termination of Prior Agreements**. As of the Original Effective Date, as between Roche, Genentech and Arvinas, this Agreement superseded the following agreement between Roche and its Affiliates and Arvinas: the Mutual Confidentiality Agreement, effective as of June 12, 2014, but only insofar as it relates to the subject matter of this Agreement. All “Confidential Information” or “Information” (as defined in such agreements) exchanged between Roche, Genentech and Arvinas thereunder relating to the subject matter of this Agreement shall be deemed Confidential Information hereunder and shall be subject to the provisions of this Article 9.

9.7 **No License**. As between the Parties, Confidential Information disclosed hereunder shall remain the property of the disclosing Party. Disclosure of Confidential Information to the other Party shall not constitute any grant, option or license to the other Party, beyond those licenses expressly granted hereunder, under any patent, trade secret or other rights now or hereinafter held by the disclosing Party.

ARTICLE 10
PUBLICITY; PUBLICATIONS; USE OF NAME

10.1 **Releases by Arvinas.** Subject to Section 10.4, Arvinas may not issue a press release or other public statement or announcement concerning this Agreement, the subject matter hereof, or the research, development, or commercial results of products hereunder (each, a "**Release**") without the prior written consent of Genentech, which consent shall not be unreasonably withheld, conditioned or delayed. However, Arvinas shall have the right to issue Releases announcing the achievement of any post-Research Program milestone event under this Agreement in form and substance agreed to in writing by both Parties, including a description of such event, but not including the amount of any corresponding payment or the identity of the relevant Exclusive Target. Finally, following execution of the Original Agreement, Genentech and Arvinas issued a press release announcing the existence of the Original Agreement in form and substance agreed to in writing by both Parties, substantially similar to the form and substance in Exhibit 10.1, and following the A&R Effective Date, Genentech and Arvinas may issue a press release announcing the existence of this Agreement in form and substance agreed to in writing by both Parties, substantially similar to the form and substance in Exhibit 10.1A.

10.2 **Releases by Genentech.** Subject to Section 10.4, while a Research Program or Optimization Program for a particular Exclusive Target is on-going, Genentech may not issue a Release with regard to such Exclusive Target without Arvinas' prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Once the Research Program or, if applicable, Optimization Program for an Exclusive Target is completed, then Genentech may, without Arvinas' consent, issue a Release with regard to such Exclusive Target; however, if such Release includes reference to Arvinas by name, then such Release shall require Arvinas' consent, which consent, in each case, shall not be unreasonably withheld, conditioned or delayed

10.3 **Approved Releases.** If a Release requires consent pursuant to Section 10.1 or 10.2, once consent has been given both Parties may make subsequent public disclosure of the contents of such statement without the further approval of the Party whose consent was required; provided, such content is not presented with any new data or information or conclusions and/or in a form or manner that materially alters the subject matter therein.

10.4 **Releases required by law or regulation.** Subject to compliance with Section 10.1 and Section 10.2, each Party may issue any Release it is required to issue by applicable law or regulation.

10.5 **Publications**. Notwithstanding Sections 10.1 to 10.4, both Parties recognize that the publication or disclosure of papers, presentations, abstracts or any other written or oral presentations regarding results of and other information regarding the Licensed PROTACs or Licensed Products may be beneficial to both Parties, provided that such publications or presentations are subject to reasonable controls to protect Confidential Information, the patentability of inventions and other commercial considerations. Accordingly, the following shall apply with respect to papers and presentations proposed for disclosure by either Party:

(a) With respect to any paper or presentation proposed for disclosure by Genentech which includes information relating to the Licensed PROTACs or Licensed Products, so long as such paper or presentation does not contain any Confidential Information of Arvinas, Genentech shall be free to make, publish and disclose such papers and presentations at its discretion. Genentech shall acknowledge Arvinas, as appropriate, in any publication that discloses Genentech's use of the Licensed PROTACs or Licensed Products or the results thereof. For clarity, Genentech shall not be permitted to publish or otherwise disclose any Confidential Information of Arvinas, except as may be expressly permitted under this Agreement; and

(b) With respect to any paper or presentation proposed for disclosure by (i) Genentech which includes Confidential Information of Arvinas, or (ii) Arvinas which includes information relating to the Licensed PROTACs or Licensed Products directed to Exclusive Targets or otherwise includes Confidential Information of Genentech (in each case, the "**Publishing Party**"), the other Party shall have the right to review and approve any such proposed paper or presentation (the "**Non-Publishing Party**"). The Publishing Party shall submit to the Non-Publishing Party the proposed publication or presentation (including, without limitation, posters, slides, abstracts, manuscripts, marketing materials and written descriptions of oral presentations) at least [**] prior to the date of submission for publication or the date of presentation, whichever is earlier, of any of such submitted materials. The Non-Publishing Party shall review such submitted materials and respond to the Publishing Party as soon as reasonably possible, but in any case within [**] for abstracts) of receipt thereof. As requested by the Non-Publishing Party, the Publishing Party shall (a) delete from such proposed publication or presentation any Confidential Information of the Non-Publishing Party, (b) delay the date of such submission for publication or the date of such presentation for a period of time sufficiently long (but in no event longer than [**]) to permit the Non-Publishing Party to seek appropriate patent protection, or (c) as requested by Genentech as the Non-Publishing Party, modify such proposed publication or presentation for patent or business reasons. Once a publication has been approved by the Non-Publishing Party, the Publishing Party may make subsequent public disclosure of the contents of such publication without the further approval of the Non-Publishing Party; provided, such content is not presented with any new data or information or conclusions and/or in a form or manner that materially alters the subject matter therein. Notwithstanding the foregoing, Arvinas shall not submit for publication or presentation any paper or presentation that includes information relating to any Licensed PROTACs or Licensed Products that contain a Genentech Compound without the prior written consent of Genentech.

10.6 **No Right to Use Names**. Except as expressly provided herein, no right, express or implied, is granted by this Agreement to use in any manner the name of "Arvinas", "Genentech", "Roche" or any other trade name, symbol, logo or trademark of the other Party in connection with the performance of this Agreement and no Party shall use the name, trademark, trade name or logo of the other Party, its Affiliates or their respective employee(s) in any publicity, promotion, news release or disclosure relating to this Agreement or its subject matter, without the prior express written permission of the other Party.

ARTICLE 11
REPRESENTATIONS AND WARRANTIES

11.1 **Mutual Representations and Warranties**. Each Party represents and warrants to the other Party that as of the Original Effective Date, with regard to the Original Agreement, and again as of the A&R Effective Date, with regard to this Agreement:

(a) it is validly organized under the laws of its jurisdiction of incorporation;

(b) it has obtained all necessary consents, approvals and authorizations of all governmental authorities and other Persons required to be obtained by it in connection with this Agreement;

(c) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on its part;

(d) it has the legal right and power to enter into this Agreement and to fully perform its obligations hereunder, including the legal right and power to extend the rights and licenses granted under Article 3;

(e) the performance of its obligations will not conflict with such Party's charter documents or any agreement, contract or other arrangement to which such Party is a party; and

(f) it follows reasonable commercial practices common in the industry to protect its proprietary and confidential information.

11.2 **Arvinas Additional Representations and Warranties and Covenants**. Arvinas also represents and warrants and covenants to Genentech that:

(a) **Title**. As of the Original Effective Date and as of the A&R Effective Date, Arvinas owns the entire right, title and interest in, or otherwise has the right to grant the licenses and rights granted to Licensee hereunder, the Arvinas Intellectual Property and Other Arvinas Technology (including the Patents listed on Exhibit 1.11.2 attached hereto), and Arvinas has not previously granted any right, license or interest in or to the Arvinas Intellectual Property or Other Arvinas Technology, or any portion thereof, in conflict with the grant of such licenses and rights to Licensee hereunder and will not, during the Term, grant any right, license or interest in or to the Arvinas Intellectual Property (including any Deliverables New Intellectual Property or Joint New Intellectual Property) or Other Arvinas Technology that are in conflict with the grant of such licenses and rights to Licensee hereunder;

(b) **No Liens**. As of the Original Effective Date and as of the A&R Effective Date, the Arvinas Intellectual Property and Other Arvinas Technology is free and clear of all liens, claims, security interests or other encumbrances of any kind that would interfere, or the exercise of which would interfere, with Licensee exercising the licenses or rights granted hereunder, except for liens, charges and encumbrances imposed under that certain (a) Loan Agreement by Connecticut Innovations, Incorporated ("**CII**") and Arvinas dated as of August 20, 2013 and that certain Security Agreement between CII and Arvinas dated as of August 20, 2013 that was entered into in connection with such Loan Agreement and (b) Assistance Agreement by and between the State of Connecticut acting by the Department of Economic and Community Development (the "**DECD**") and Arvinas dated January 24, 2014 and that certain Security Agreement by and between Arvinas and the DECD dated as of January 24, 2014 that was entered into in connection with such Assistance Agreement (collectively, the "**Existing Liens**");

(c) **Non-Infringement of Arvinas Patents**. Except [**], as of the A&R Effective Date, no executive officer of Arvinas has any knowledge of any activities by Third Parties that Arvinas believes constitute infringement of any claims of the Arvinas Patents (and in the case of pending Patent applications, the claims of such applications as if any such pending claims were issued);

(d) **Non-Infringement of Third Party Patents**. As of the Original Effective Date and as of the A&R Effective Date, to Arvinas's knowledge, the development, manufacture, use, or sale or other commercialization of Licensed PROTACs and Licensed Products, to the extent based on the components thereof other than the Target Binding Moiety, do not infringe, and the Arvinas Patents are not dominated by, any claim of an issued Patent owned by a Third Party and not Controlled by Arvinas that has not otherwise been held by a court of competent jurisdiction to be invalid or unenforceable, or any published claim of a Patent application owned by a Third Party, if such published claim were to issue;

(e) **No Other Third Party IP Claims**. As of the Original Effective Date and as of the A&R Effective Date, Arvinas has not received any written notice, claim or demand of any Third Party that the development, manufacture, use, or sale or other commercialization of Licensed PROTACs or Licensed Products misappropriates or otherwise violates the intellectual property rights of such Third Party;

(f) **Validity and Enforceability**. As of the Original Effective Date and as of the A&R Effective Date, (i) to Arvinas's knowledge, all issued Arvinas Patents are valid and enforceable; (ii) none of the Arvinas Patents are subject to any pending or, to Arvinas's knowledge, threatened, re-examination, opposition, interference or litigation proceedings; and (iii) to Arvinas's knowledge, there are no acts or omissions of Arvinas that would (A) constitute inequitable conduct, fraud or misrepresentation with respect to any Patent application included within Arvinas Patents, or (B) render any Patent within the Arvinas Patents invalid or unenforceable in whole or in part;

(g) **No Other Actions**. As of the Original Effective Date and as of the A&R Effective Date, it has no knowledge of any threatened or pending actions, lawsuits, claims or arbitration proceedings in any way relating to the Arvinas Intellectual Property or Licensed PROTACs or Licensed Products; provided, however, that nothing in this Section 11.2(g) shall be interpreted as requiring Arvinas to have undertaken any inquiries or to have obtained any freedom to operate opinion;

(h) **Third Party Agreements**. As of the Original Effective Date and as of the A&R Effective Date, other than those agreements listed on Exhibit 11.2(h) (collectively, "**Existing Third Party Agreements**"), there are no agreements between Arvinas or its Affiliates with any Third Parties (i) pursuant to which Arvinas or its Affiliate has obtained, or has a right to obtain, a license under the Arvinas Intellectual Property that is relevant to this Agreement or (ii) pursuant to which Arvinas or its Affiliate otherwise owes, or would otherwise owe, payments to a Third Party as a result of the activities conducted hereunder (whether by Arvinas or Genentech or their respective (sub)licensees), including the grant of rights and licenses under the Arvinas Intellectual Property to Licensee;

(i) **Existing Third Party Agreements and Existing Liens**. (i) As of the Original Effective Date and as of the A&R Effective Date, Arvinas has provided Genentech complete and correct copies of the Existing Third Party Agreements and Existing Liens (as redacted to remove financial information) as the same is in effect; (ii) as of the Original Effective Date and as of the A&R Effective Date, each Existing Third Party Agreement and Existing Lien is in full force and effect; (iii) during the Term, Arvinas shall use commercially reasonable efforts to maintain such Existing Third Party Agreement and Existing Lien in full force and effect, in each case in accordance with its terms and conditions, but subject to Arvinas' rights to terminate, amend, waive or otherwise modify any such agreement as provided in subclause (j) below; (iv) as of the Original Effective Date and as of the A&R Effective Date, no written notice of default or termination has been received or given by Arvinas under any Existing Third Party Agreement or Existing Lien; and (v) as of the Original Effective Date and as of the A&R Effective Date, to Arvinas' knowledge, there is no act or omission by Arvinas that would provide a right to terminate any Existing Third Party Agreement or right to foreclose on any Existing Lien;

(j) **Maintenance and Enforcement of Existing Third Party Agreements and Existing Liens**. During the Term, Arvinas shall not terminate, amend, waive or otherwise modify (or provide consent with respect to any termination, amendment, waiver or modification of) the rights under any Existing Third Party Agreement or Existing Lien in any manner that materially diminishes the licenses or rights granted to Licensee hereunder, materially impairs Licensee's ability to perform its obligations hereunder or otherwise materially adversely affects, or is likely to materially adversely affect, Licensee's rights hereunder; in all cases, without the prior consent of Genentech (which consent shall not be unreasonably withheld or delayed).

In the event of any notice of breach by Arvinas or its Affiliates, as applicable, given under the provisions of any Existing Third Party Agreement or Existing Lien, Arvinas shall immediately notify Licensee in writing and if Arvinas fails to cure such breach, Licensee shall have the right, but not the obligation, to cure such breach on behalf of Arvinas or its Affiliates, as applicable, and to offset any reasonable amounts incurred or paid by Licensee in connection with the cure of such breach against any amounts otherwise payable by Licensee to Arvinas under this Agreement until fully offset. In the event Arvinas receives notice of any breach by the other party of the applicable Existing Third Party Agreement or Existing Lien in a manner that will or is likely to materially adversely affect Licensee's rights or obligations under this Agreement, Arvinas shall immediately notify Licensee in writing, and Arvinas shall use commercially reasonable efforts to take such actions as reasonably requested by Genentech to enforce such Existing Third Party Agreement.

Without limiting the foregoing, in the event an Existing Third Party Agreement terminates during the Term, any sublicense(s) granted from Arvinas to Licensee under any such Existing Third Party Agreement hereunder shall survive and any amounts that Licensee shall pay to such Third Party under such sublicense(s) for activities performed in accordance with this Agreement may be offset against any and all amounts otherwise payable by Licensee to Arvinas hereunder until fully offset. Specifically, with respect to the Yale Agreement, any and all sublicense(s) granted from Arvinas to Licensee under the Yale Agreement hereunder shall survive termination of the Yale Agreement and shall continue in full force and effect as a direct license from Yale to Licensee under terms and conditions consistent with the terms and conditions of this Agreement that are applicable to the Yale Agreement, except that (i) Yale's obligations and responsibilities shall not be materially different than its obligations and responsibilities under the Yale Agreement; (ii) the scope of Licensee's rights with respect to the Yale Agreement shall remain the same as set forth hereunder, provided that such rights are not in conflict with (i) above, in which event (i) above shall prevail; and (iii) Licensee shall be responsible to Yale for payments otherwise payable to Yale by Arvinas under the Yale Agreement solely based upon the development and commercialization of Licensed Products by Licensee, its Affiliates or Sublicensees pursuant to this Agreement and to the extent not previously paid by Arvinas (but excluding any payments based upon SUBLICENSE INCOME as set forth under Article 7.3 of the Yale Agreement). Payments shall be made to Yale in accordance with Sections 7.3, 7.4.2, 7.7, 7.8, 7.9 and 7.11 of this Agreement, but to Yale and for the benefit of Yale, and to an account designated by Yale in writing; and any amounts that Licensee shall pay to Yale under such direct license may be offset against any and all amounts otherwise payable by Licensee to Arvinas hereunder until fully offset.

For clarity, any sublicense from Yale that continues after termination of this Agreement pursuant to this subsection (j) shall continue during the negotiation of the terms and conditions of a direct license as contemplated in the above between Yale and the relevant Licensee, and Licensee's obligations and responsibilities under any such direct license shall not be materially different than its obligations and responsibilities under this Agreement, provided that Licensee shall be responsible for a prorata share (based on the number of other licensees under the LICENSED PATENTS (as defined in the Yale Agreement) obligated to make such payments) of the license maintenance royalty due under Article 5.2 of the Yale Agreement and of patent expenses due under Article 10 of the Yale Agreement to the extent not previously paid by Arvinas.

11.3 **Licensee Additional Representations and Warranties and Covenants.** Licensee also represents and warrants and covenants to Arvinas that:

(a) it has the legal right and power to extend the rights and licenses granted to Arvinas hereunder; and

(b) it will not grant, during the Term, any right, license or interest in or to the Joint New Intellectual Property or Grantback Patents, or any portion thereof, in conflict with the licenses and rights granted to Arvinas herein.

11.4 **Disclaimers**. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO PATENTS, KNOW-HOW, MATERIALS OR CONFIDENTIAL INFORMATION SUPPLIED BY IT TO THE OTHER PARTY HEREUNDER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

ARTICLE 12
INDEMNIFICATION

12.1 **Indemnification by Licensee**. Subject to Section 12.3, Licensee agrees to defend Arvinas, its Affiliates and their respective directors, officers, employees and agents (collectively, the "**Arvinas Indemnitees**"), and shall indemnify and hold harmless the Arvinas Indemnitees, from and against any liabilities, losses, costs, damages, fees or expenses payable to a Third Party, and reasonable attorney's fees and other legal expenses with respect thereto arising out of any claim, action, lawsuit, or other proceeding (collectively, "**Losses and Claims**") brought against any Arvinas Indemnitee by a Third Party resulting from: (a) the manufacture, use, handling, storage, sale or other disposition of any Licensed PROTAC or Licensed Product in the Field in the Territory by Licensee, its Affiliates or Sublicensees, including product liability claims, (b) any breach by Licensee of any of its representations, warranties or obligations under this Agreement or breach by Licensee, prior to the A&R Effective Date, of any of its representations, warranties or obligations under the Original Agreement, or (c) the gross negligence or willful misconduct of Licensee or its Affiliates or Sublicensees; *except* in any such case to the extent such Losses and Claims result from: (i) the gross negligence or willful misconduct of any Arvinas Indemnitee, or (ii) any breach by Arvinas of any of its representations, warranties or obligations pursuant to this Agreement.

12.2 **Indemnification by Arvinas**. Subject to Section 12.3, Arvinas agrees to defend Licensee, its Affiliates and their respective directors, officers, employees and agents (collectively, the "**Licensee Indemnitees**"), and shall indemnify and hold harmless the Licensee Indemnitees, from and against any Losses and Claims brought against any Licensee Indemnitee by a Third Party resulting from: (a) the performance by Arvinas, its Affiliates or its subcontractors of its activities under a Research Program or under an Optimization Program, (b) the manufacture, use, handling, storage, sale or other disposition of any Grantback Product by Arvinas, its Affiliates or (sub)licensees, including product liability claims, (c) any breach by Arvinas of any of its representations, warranties or obligations under this Agreement or breach by Arvinas, prior to the A&R Effective Date, of any of its representations, warranties or obligations under the Original Agreement, or (d) the gross negligence or willful misconduct of any Arvinas Indemnitee.

12.3 **Procedure**. If any Arvinas Indemnitee or Licensee Indemnitee (each, an "**Indemnitee**") intends to claim indemnification under this Article 12, the Indemnitee shall promptly notify the other Party (the "**Indemnitor**") of any Losses and Claims for which the Indemnitee intends to claim such indemnification, and the Indemnitor shall assume the defense thereof with counsel selected by the Indemnitor and reasonably acceptable to the Indemnitee. Any Indemnitee shall have the right to retain its own counsel, with the fees and expenses to be paid by the Indemnitee (and, for clarity, not to be included in Losses and Claims); provided, however, if the Indemnitee shall have reasonably concluded, based upon a written opinion from outside legal counsel, that there is a conflict of interest between the Indemnitor and the Indemnitee in the defense of such action, then the Indemnitor shall pay the fees and expenses of one law firm serving as counsel for the Indemnitee and Indemnitor in relation to such Third Party Claim.

The Indemnitor shall have the right to settle or compromise any claims for which it is providing indemnification under this Article 12, provided that the consent of the Indemnitee (which shall not be unreasonably withheld or delayed) shall be required in the event any such settlement or compromise would adversely affect the interests of the Indemnitee. The indemnity agreement in this Article 12 shall not apply to amounts paid in settlement of any loss, claim, damage, liability or action if such settlement is effected without the consent of the Indemnitor. The failure to deliver notice to the Indemnitor within a reasonable time after the commencement of any such action, if prejudicial to the Indemnitor's ability to defend such action, shall relieve such Indemnitor of any liability to the Indemnitee under this Article 12, but the omission so to deliver notice to the Indemnitor shall not relieve it of any liability that it may have to any Indemnitee otherwise under this Article 12. The Indemnitee under this Article 12, its employees and agents, shall cooperate fully with the Indemnitor and its legal representatives in the investigation of any action, claim or liability covered by this indemnification. It is understood that only Genentech, Roche (if a Licensee) and Arvinas may claim indemnity under this Agreement (on its own behalf or on behalf of its Indemnitees), and other Indemnitees may not directly claim indemnity hereunder.

12.4 **Insurance**.

12.4.1 **Insurance Coverage.** Subject to Section 12.4.4, each Party shall obtain and maintain comprehensive general liability insurance customary in the industry for companies of similar size conducting similar business.

12.4.2 **Evidence of Insurance.** Within [**] of signing this Agreement, each Party shall provide the other Party with its certificate of insurance evidencing the insurance coverage set forth Section 12.4.1. Each Party shall provide to the other Party at least [**] prior written notice of any cancellation, non-renewal or material change in any of such insurance coverage.

12.4.3 **Product / Clinical Trial Liability Insurance**: Commencing not later than [**] prior to the first use in humans of the first Licensed Product by Licensee or any of its Affiliates or Sublicensees, Licensee or its relevant Affiliate shall have and maintain such type and amounts of Products / Clinical Trial Liability insurance covering the development, manufacture, use and sale of Licensed Products as is normal and customary in the industry generally for parties similarly situated, but, in any event, with a minimum combined single limit per occurrence for products / clinical trials liability as follows: (a) a minimum limit of [**] dollars ($[**]) for any period during which Licensee or any of its Sublicensees is conducting a clinical trial(s) with any Licensed Product(s); and (b) a minimum limit of [**] dollars ($[**]) for any period during which Licensee or any of its Sublicensees is selling any Licensed Product(s). Each of the above insurance policies shall be primary insurance.

12.4.4 **Election to Self-Insure.** In the event that either Party is an entity which, together with its Affiliates, has worldwide revenues from pharmaceutical sales in excess of [**] U.S. dollars (US$[**]) per year, the obligations set forth in Section 12.4.3 (in respect of Licensee only) and Section 12.4.1 above shall not apply with respect to such Party, if such Party notifies the other Party in writing that it elects to provide coverage through a commercially reasonable program of self-insurance; provided, however, that the obligations set forth in Section 12.4.3 (in respect of Licensee only) and Section 12.4.1 above shall resume with respect to such Party and its Affiliates, or successor-in-interest and its Affiliates, if such program of self-insurance is terminated or discontinued for any reason and provided such program of self-insurance shall respond to any claims in the same manner as would commercial insurance written with commercially reasonable coverage terms for a pharmaceutical company of similar size and similarly situated as such Party.

12.5 **Limitation of Damages**. NEITHER PARTY HERETO WILL BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF SUCH DAMAGES, EXCEPT IN RESPECT OF ANY BREACH OF A PARTY'S OBLIGATIONS UNDER ARTICLE 9 OR INDEMNIFICATION OBLIGATIONS UNDER THIS ARTICLE 12 FOR CLAIMS OF THIRD PARTIES OR FRAUD, WILLFUL MISCONDUCT, RECKLESSNESS OR GROSS NEGLIGENCE OF A PARTY.

ARTICLE 13
TERM; TERMINATION

13.1 **Term**. The term of this Agreement (the "**Term**") shall commence on the Original Effective Date and, unless sooner terminated as provided in this Article 13, shall continue in full force and effect until there is no remaining royalty payment or other payment obligation with respect to any Licensed Product under this Agreement.

13.2 **Termination by Either Party for Material Breach**. Either Party may terminate this Agreement, with respect to a particular Exclusive Target, or in its entirety, by written notice to the other Party for any material breach of this Agreement, with respect to such Exclusive Target, or in its entirety, respectively, by the other Party if, in the case of remediable breach, such material breach is not cured within [**] for payment defaults) after the breaching Party receives written notice of such breach from the non-breaching Party; provided, that if such breach is not capable of being cured within such [**] period, the cure period shall be extended for such amount of time that the Parties may agree in writing is reasonably necessary to cure such breach, so long as (1) the breaching Party is making diligent efforts to do so, and (2) the Parties agree on an extension within such [**] period. Notwithstanding anything to the contrary herein, if the allegedly breaching Party in good faith either disputes (i) whether a breach is material or has occurred or (ii) the alleged failure to cure or remedy such material breach, and provides written notice of that dispute to the other Party within the above time periods, then the matter will be addressed under the dispute resolution provisions in Article 14, and the notifying Party may not so terminate this Agreement until it has been determined under Article 14 that the allegedly breaching Party is in material breach of this Agreement, and such breaching Party further fails to cure such breach within [**] (or such longer period as determined by the arbiter of such dispute resolution) after the conclusion of that dispute resolution procedure.

Notwithstanding the foregoing, if Arvinas has the right to terminate this Agreement pursuant to this Section 13.2 due to a material breach by Licensee, and if such breach relates solely to a given Exclusive Target and/or the related Licensed Product, Arvinas may only terminate this Agreement with respect to such Exclusive Target and Arvinas may not terminate this Agreement in its entirety.

13.3 **Termination by Either Party for Insolvency or Bankruptcy**. Either Party may terminate this Agreement effective on written notice to the other Party upon the liquidation, dissolution, winding-up, insolvency, bankruptcy, or filing of any petition therefor, appointment of a receiver, custodian or trustee, or any other similar proceeding, by or of the other Party where such petition, appointment or similar proceeding is not dismissed or vacated within ninety (90) calendar days. All rights and licenses granted pursuant to this Agreement are, for purposes of Section 365(n) of Title 11 of the United States Code or any foreign equivalents thereof (as used in this Section 13.3, "**Title 11**"), licenses of rights to "intellectual property" as defined in Title 11. Each Party in its capacity as a licensor hereunder agrees that, in the event of the commencement of bankruptcy proceedings by or against such bankrupt Party under Title 11, (a) the other Party, in its capacity as a licensee of rights under this Agreement, shall retain and may fully exercise all of such licensed rights under this Agreement (including as provided in this Section 13.3) and all of its rights and elections under Title 11 and (b) the other Party shall be entitled to a complete duplicate of all embodiments of such intellectual property, and such embodiments, if not already in its possession, shall be promptly delivered to the other Party (i) upon any such commencement of a bankruptcy proceeding, unless the bankrupt Party elects to continue to perform all of its obligations under this Agreement, or (ii) if not delivered under (i), immediately upon the rejection of this Agreement by or on behalf of the bankrupt Party.

13.4 **Permissive Termination**. Licensee shall also have the right to permissively terminate this Agreement with respect to a particular Exclusive Target, or in its entirety, in its sole discretion, at any time by providing written notice to Arvinas, such termination to be effective sixty (60) days after such notice. Upon any termination made pursuant to or in accordance with this Section 13.4, such Target shall no longer be designated as an "Exclusive Target", and all rights and obligations of the Parties under this Agreement with respect to such Target shall terminate, except as provided under Sections 2.6 and 13.5, as applicable.

13.5 **Effects of Termination**.

13.5.1 **Effects of Termination in General**.

(a) **Accrued Rights and Obligations.** Expiration or termination of this Agreement, with respect to a particular Exclusive Target, or in its entirety, for any reason shall not release either Party hereto from any liability which, as of the effective date of such expiration or termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights and remedies it may have hereunder or at law or in equity which accrued or are based upon any event occurring prior to the effective date of such expiration or termination.

(b) **Termination of Licenses.** Upon termination of this Agreement:

(i) with respect to a particular Exclusive Target or in its entirety (x) by Arvinas pursuant to Section 13.2 or Section 13.3, or (y) by Licensee pursuant to Section 13.4, any relevant Research Term(s) and Optimization Term(s) shall terminate and all licenses under this Agreement (other than as set forth in Section 13.5.2) with respect to such Exclusive Target and related Licensed Products, or with respect to all Exclusive Targets and all Licensed Products, as applicable, shall terminate, as of the effective date of such termination; and

(ii) with respect to a particular Exclusive Target or in its entirety by Licensee pursuant to Section 13.2 or Section 13.3, any relevant Research Term(s) and Optimization Term(s) shall terminate and all licenses under this Agreement (other than as set forth in Section 13.5.2) with respect to such Exclusive Target and related Licensed Products, or with respect to all Exclusive Targets and all Licensed Products, as applicable, shall terminate, as of the effective date of such termination; provided, however, that Licensee may, with respect to any Exclusive Target for which an Option has been exercised pursuant to Section 3.2, and if elected by Licensee in writing prior to such termination date, retain its license under Section 3.3 with respect to the relevant Exclusive Target, Licensed PROTACs and Licensed Products in accordance with the terms of this Agreement. If Licensee so elects to retain its license with respect to the relevant Exclusive Target under this Section 13.5.1(b)(ii), then [**]. For clarity, nothing in the foregoing shall preclude any other rights or remedies available to Licensee under this Agreement or at law or in equity against Arvinas for the breach that gave rise to a termination by Licensee pursuant to Section 13.2.

(c) **Continuation of Sublicenses.** Upon termination by Arvinas of this Agreement with respect to a particular Exclusive Target or in its entirety pursuant to Section 13.2, all relevant sublicenses with respect to such Exclusive Target and related Licensed Products, or with respect to all Exclusive Targets and all Licensed Products, as applicable, shall also terminate; provided, however, that if the relevant Sublicensee is not then in breach of its sublicense agreement with Licensee such that Licensee would have the right to terminate such sublicense agreement, and if the Sublicensee did not cause the breach that gave rise to a termination by Arvinas pursuant to Section 13.2, then the relevant sublicense shall continue in full force and effect as a direct license from Arvinas to the relevant Sublicensee under terms and conditions consistent with the terms and conditions of this Agreement that are applicable to such Sublicensee, except that (i) the scope of the relevant Sublicensee's rights with respect to the Arvinas Intellectual Property shall remain the same as set forth in its sublicense agreement with Licensee; and (ii) the relevant Sublicensee shall be responsible to Arvinas for payments otherwise payable to Arvinas by Licensee under this Agreement based upon the exercise by the Sublicensee of its rights under the Arvinas Intellectual Property after such termination solely to the extent the payments become due and payable after termination of this Agreement under the payment terms herein.

Arvinas shall enter into such direct license under terms and conditions consistent with the foregoing with the relevant Sublicensee in a timely manner; provided that Arvinas shall not be obligated to assume any obligations under such direct license that are greater than the obligations contained within this Agreement. For clarity, any sublicense that continues after termination of this Agreement pursuant to this Section above shall continue during the negotiation of the terms and conditions of a direct license as contemplated in this Section above between Arvinas and the relevant Sublicensee.

(d) **Return of Confidential Information**. It is understood and agreed, that each Party shall have a continuing right to use Confidential Information of the other Party under any surviving licenses pursuant to Article 3 or Section 8.2.7. Subject to the foregoing, following expiry or any early termination of this Agreement with respect to a particular Exclusive Target or in its entirety, the Party that has Confidential Information of the other Party shall return to the other Party or destroy (at such Party's written request) all such Confidential Information with respect to such Exclusive Target and related Licensed Products, or with respect to all Exclusive Targets and all Licensed Products, as applicable, in its possession as of the effective date of expiration (with the exception of one copy of such Confidential Information, which may be retained by the legal department of the Party that received such Confidential Information to confirm compliance with the non-use and non-disclosure provisions of this Agreement), and any Confidential Information of the other Party contained in its laboratory notebooks or databases, provided that each Party may retain and continue to use such Confidential Information of the other Party to the extent necessary to exercise any surviving rights, licenses or obligations under this Agreement.

(e) **Inventory at Termination**. In the event that the licenses under Section 3.3 terminate with respect to a particular Exclusive Target or all Exclusive Targets, Licensee, its Affiliates and its permitted Sublicensees shall have, for a period of [**] following such termination, the right to sell or otherwise dispose of all inventory of the related Licensed Products directed to such Exclusive Target(s) in all countries then in its stock, subject to the applicable royalty payments due under Section 6.4 and subject to Section 6.5 of this Agreement, and any other applicable provisions of this Agreement, and Arvinas covenants not to sue Licensee or its permitted Sublicensee for infringement under any of the Patents that were licensed by Arvinas to Licensee immediately prior to such termination with respect to such activities conducted by Licensee or its permitted Sublicensee pursuant to this Section 13.5.1(e).

13.5.2 **Survival**. Except as expressly set forth under this Article 13, upon the expiration or termination of this Agreement with respect to a particular Exclusive Target or in its entirety, all rights and obligations of the Parties under this Agreement shall terminate with respect to such Exclusive Target and related Licensed Products or all Exclusive Targets and all Licensed Products, as applicable. For clarity, with respect to the expiration or termination of this Agreement with respect to a particular Exclusive Target, only those rights and obligations specific to such Exclusive Target and related Licensed Products shall terminate and other rights and obligations that are not specific to such Exclusive Target and related Licensed Products shall continue in full force and effect unless and until such rights and obligations expire or terminate in accordance with this Agreement. In addition to any provisions specified in this Agreement as surviving under the applicable circumstances, the provisions of Articles 1, 9, 10, 12, 14, and 15 and Sections 2.4 (solely with respect to the last sentence), 2.6.1, 2.6.2, 2.6.3, 2.9, 3.5, 3.6, 4.2, 4.3, 4.5, 5.6.2 (solely with respect to the last sentence), 5.6.4(b) (solely with respect to the last sentence), 5.6.5, 6.6, 7.10, 8.1 (solely with respect to the last sentence), 8.2.1, 8.2.2 (solely with respect to the last sentence in the event of a termination with respect to a particular Exclusive Target but not all Exclusive Targets), 8.2.4, 8.2.5, 8.2.6, 8.2.7, 8.3 (solely with respect to Joint New Intellectual Property), 8.4 (solely with respect to Joint New Intellectual Property), 8.7, and 13.5 shall survive any termination or expiration of this Agreement, as applicable, as contemplated in accordance with the terms and conditions therein. In addition, Articles 6 and 7 shall survive with respect to any outstanding unpaid amounts that accrued prior to any termination or expiration of this Agreement. In addition, the provisions of paragraphs 2, 4, 5, 6, and 8 of Appendix B shall survive any termination or expiration of this Agreement, as applicable, as contemplated in accordance with the terms and conditions therein.

ARTICLE 14
DISPUTE RESOLUTION

14.1 **Disputes.** Arvinas and Licensee recognize that a dispute, controversy or claim of any nature whatsoever arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, (each, a "**Dispute**") may from time to time arise during the Term. Unless otherwise specifically recited in this Agreement, such Disputes between Arvinas and Licensee will be resolved as recited in this Article 14. In the event of the occurrence of such a Dispute, the Parties shall first refer such Dispute to their respective Alliance Managers for attempted resolution by such Alliance Managers within [**] after such referral. If such Dispute is not resolved within such [**] period, either Arvinas and Licensee may, by written notice to the other, have such Dispute referred to their respective officers designated below, or their respective designees, for attempted resolution by within [**] after such notice is received. Such designated officers are as follows:

For Licensee – [**]

For Arvinas – [**]

In the event the designated officers, or their respective designees, are not able to resolve such dispute within [**] of such other Party's receipt of such written notice, either Party may initiate the dispute resolution procedures set forth in Section 14.2.

14.2 **Arbitration**.

14.2.1 **Rules**. Except as otherwise expressly provided in this Agreement (including under Section 14.3), the Parties agree that any Dispute not resolved internally by the Parties pursuant to Section 14.1 shall be resolved through binding arbitration conducted by the International Chamber of Commerce in accordance with the then prevailing Rules of Arbitration of the International Chamber of Commerce (for purposes of this Article 14, the "**Rules**"), except as modified in this Agreement, applying the substantive law specified in Section 15.1.

14.2.2 **Arbitrators; Location**. Each Party shall, within [**] of the initiation of the arbitration, select one (1) arbitrator, and the two (2) arbitrators so selected shall choose a third arbitrator within [**] of their election. All three (3) arbitrators shall serve as neutrals and have at least ten (10) years of (a) dispute resolution experience (including judicial experience) and/or (b) legal or business experience in the biotech or pharmaceutical industry. In any event, at least one (1) arbitrator shall satisfy the foregoing experience requirement under clause (b). If a Party fails to nominate its arbitrator, or if the Parties' arbitrators cannot agree on the third, the necessary appointments shall be made in accordance with the Rules. Once appointed by a Party, such Party shall have no ex parte communication with its appointed arbitrator. The arbitration proceedings shall be conducted in New York, NY, USA. The arbitration proceedings and all pleadings and written evidence shall be in the English language. Any written evidence originally in another language shall be submitted in English translation accompanied by the original or a true copy thereof.

14.2.3 **Procedures; Awards**. Within [**] after the designation of the arbitrators, the arbitrators and the Parties shall meet, and each Party shall provide to the arbitrators a written summary of all disputed issues, such Party's position on such disputed issues and such Party's proposed ruling on the merits of each such issue. The arbitrators shall set a date for a hearing, which shall be no later than [**] after the submission of written proposals pursuant to the preceding sentence, for the presentation of evidence and legal argument concerning each of the issues identified by the Parties. The Parties shall have the right to be represented by counsel. Each Party agrees to use reasonable efforts to make all of its current employees available, if reasonably needed, and agrees that the arbitrators may determine any person as necessary. The arbitrators shall be instructed and required to render a written, binding, non-appealable resolution and award on each issue that clearly states the basis upon which such resolution and award is made. The written resolution and award shall be delivered to the Parties as expeditiously as possible, but in no event more than [**] after conclusion of the hearing, unless otherwise agreed by the Parties. Judgment upon such award may be entered in any competent court or application may be made to any competent court for judicial acceptance of such an award and order for enforcement. Each Party agrees that, notwithstanding any provision of applicable Law or of this Agreement, it will not request, and the arbitrators shall have no authority to award, punitive or exemplary damages against any Party.

14.2.4 **Costs**. The prevailing Party, as determined by the arbitrators, shall be entitled to (a) its share of fees and expenses of the arbitrators and (b) its attorneys' fees and associated costs and expenses. In determining which Party "prevailed," the arbitrators shall consider (i) the significance, including the financial impact, of the claims prevailed upon and (ii) the scope of claims prevailed upon, in comparison to the total scope of the claims at issue. If the arbitrators determine that, given the scope of the arbitration, neither Party "prevailed," the arbitrators shall order that the Parties (1) share equally the fees and expenses of the arbitrators and (2) bear their own attorneys' fees and associated costs and expenses.

14.2.5 **Interim Equitable Relief**. Notwithstanding anything to the contrary in this Section 14.2, in the event that a Party reasonably requires relief on a more expedited basis than would be possible pursuant to the procedure set forth in this Article 14, such Party may seek a temporary injunction or other interim equitable relief in a court of competent jurisdiction pending the ability of the arbitrators to review the decision under this Section 14.2. Such court shall have no jurisdiction or ability to resolve Disputes beyond the specific issue of temporary injunction or other interim equitable relief.

14.2.6 **Protective Orders; Arbitrability**. At the request of either Party, the arbitrators shall enter an appropriate protective order to maintain the confidentiality of information produced or exchanged in the course of the arbitration proceedings. The arbitrators shall have the power to decide all questions of arbitrability.

14.3 **Subject Matter Exclusions**. Notwithstanding the provisions of Section 14.2, any Dispute not resolved internally by the Parties pursuant to Section 14.1 that involves the validity, enforceability, or infringement of a Patent Covering a Licensed PROTAC or a Licensed Product (a) that is issued in the United States shall be subject to actions before the United States Patent and Trademark Office and/or submitted exclusively to the federal court located in the jurisdiction of the district where any of the defendants resides; and (b) that is issued in any other country shall be brought before an appropriate regulatory or administrative body or court in that country, and the Parties hereby consent to the jurisdiction and venue of such courts and bodies. In addition, notwithstanding the provisions of Sections 14.1 or 14.2, deadlocked decisions of the JRC or JPT (except with respect to JRC approval of an Exclusive Target's initial Optimization Plan) shall be finally resolved per Section 2.2.1(e) and 2.2.2(e), respectively. Deadlocked decisions of the JRC regarding approval of an Exclusive Target's initial Optimization Plan is exclusively governed by Section 5.6.1.

14.4 **Continued Performance**. Provided that this Agreement has not terminated, the Parties agree to continue performing under this Agreement in accordance with its provisions, pending the final resolution of any Dispute.

ARTICLE 15
MISCELLANEOUS

15.1 **Applicable Law**. This Agreement (including the arbitration provisions of Article 14) shall be governed by and interpreted in accordance with the laws of the State of New York, USA, without reference to the principles of conflicts of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the transactions contemplated by this Agreement.

15.2 **Notices**. Except as otherwise expressly provided in this Agreement, any notice required under this Agreement shall be in writing and shall specifically refer to this Agreement. Notices shall be sent via one of the following means and will be effective (a) on the date of delivery, if delivered in person; (b) on the date of receipt, if sent by a facsimile (with delivery confirmed) or as a PDF attachment to an email (with response email confirming receipt); or (c) on the date of receipt, if sent by private express courier or by first class certified mail, return receipt requested. Any notice sent via facsimile or email shall be followed by a copy of such notice by private express courier or by first class mail. Notices shall be sent to the other Party at the addresses set forth below. For clarity, any notice to Genentech or Licensee shall be effective if given to the addresses for Licensee as set forth below. Either Party may change its addresses for purposes of this Section 15.2 by sending written notice to the other Party.

If to Licensee:

Genentech, Inc.
Attn: Corporate Secretary
1 DNA Way
South San Francisco, CA 94080 USA.
Fax: [**]
Phone: [**]

with required copies (which shall not constitute notice) to:

Genentech, Inc.
Attn: Senior Vice President, Genentech Partnering

1 DNA Way
South San Francisco, CA 94080 USA.
Fax: [**]

F. Hoffmann-La Roche Ltd
Attn: Global Head, Alliance Management and Operations
1 DNA Way
South San Francisco, CA 94080 USA.
Fax: [**]
F. Hoffmann-La Roche Ltd
Attention: Corporate Law
Grenzacherstrasse 124
CH-4070 Basel, Switzerland
Fax: [**]

If to Arvinas: Arvinas, Inc.
Attn: President
5 Science Park
395 Winchester Ave.
New Haven, CT 06511 USA
Fax: [**]

15.3 **Assignment**. Neither Party may assign or otherwise transfer, in whole or in part, this Agreement without the prior written consent of the non-assigning Party, such approval not to be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement to (i) an Affiliate or (ii) any purchaser of all or substantially all of the assets of such Party, or of all of its capital stock, or to any successor corporation or entity resulting from any merger or consolidation of such Party with or into such corporation or entity, provided that the party to which this Agreement is assigned expressly agrees in writing to assume and be bound by all obligations of the assigning Party under this Agreement. A copy of such written agreement by such assignee shall be provided to the non-assigning Party within [**] of execution of such written agreement. Arvinas shall not assign or otherwise transfer to any Affiliate or Third Party ownership (or equivalent rights) of any Arvinas Intellectual Property existing as of the Original Effective Date or during the Term, and that is subject to any Exclusive License hereunder, unless the party to which such Arvinas Intellectual Property is assigned or otherwise transferred expressly agrees in writing to assume and be bound by all relevant terms and conditions applicable to Arvinas and such Arvinas Intellectual Property under this Agreement. A reasonably redacted copy of any such written agreement by any such assignee or transferee shall be provided to Genentech within [**] of execution of such written agreement. Any permitted assignment or transfer in accordance with this Section 15.3 shall be binding on the successors and assigns of the assigning Party. Any assignment or attempted assignment by either Party in violation of the terms of this Section 15.3 shall be null, void and of no legal effect.

15.4 **Independent Contractors**. The Parties hereto are independent contractors and nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment, franchise, agency or fiduciary relationship between the Parties.

15.5 **Integration**. Except to the extent expressly provided herein, this Agreement constitutes the entire agreement between the Parties relating to the subject matter of this Agreement and supersedes all previous oral and written communications between the Parties with respect to the subject matter of this Agreement.

15.6 **Amendment; Waiver**. Except as otherwise expressly provided herein, no alteration of or modification to this Agreement shall be effective unless made in writing and executed by an authorized representative of both Parties. No course of dealing or failing of either Party to strictly enforce any term, right or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition. The observance of any provision of this Agreement may be waived (either generally or any given instance and either retroactively or prospectively) only with the written consent of the Party granting such waiver.

15.7 **Further Assurances.** Each Party shall and shall use all reasonable endeavors to procure that any necessary Third Party shall promptly execute and deliver such further documents and do such further acts as may be required for the purpose of giving full effect to this Agreement.

15.8 **Severability**. The Parties do not intend to violate any public policy or statutory or common law. However, if any sentence, paragraph, clause or combination or part thereof of this Agreement is in violation of any law or is found to be otherwise unenforceable, such sentence, paragraph, clause or combination or part of the same shall be deleted and the remainder of this Agreement shall remain binding, provided that such deletion does not alter the basic purpose and structure of this Agreement.

15.9 **No Third Party Rights.** The Parties do not intend that any term of this Agreement should be enforceable by any person who is not a Party.

15.10 **Construction**. The Parties mutually acknowledge that they and their attorneys have participated in the negotiation and preparation of this Agreement. Ambiguities, if any, in this Agreement shall not be construed against any Party, irrespective of which Party may be deemed to have drafted this Agreement or authorized the ambiguous provision.

15.11 **Interpretation**. The captions and headings to this Agreement are for convenience only, and are to be of no force or effect in construing or interpreting any of the provisions of this Agreement. Unless context otherwise clearly requires, whenever used in this Agreement: (a) the words “include” or “including” shall be construed as incorporating “but not limited to” or “without limitation”; (b) the words “hereof,” “herein,” “hereby” and derivative or similar words refer to this Agreement, including the Appendices and Exhibits; (c) the word “law” or “laws” means any applicable, legally binding statute, ordinance, resolution, regulation, code, guideline, rule, order, decree, judgment, injunction, mandate or other legally binding requirement of a governmental authority (including a court, tribunal, agency, legislative body or other instrumentality of any (i) government or country or territory, (ii) any state, province, county, city or other political subdivision thereof, or (iii) any supranational body); (d) all references to the word “will” are interchangeable with the word “shall” and shall be understood to be imperative or mandatory in nature; (e) all references to “Sublicensees” shall include all Sublicensees of Sublicensees through multiple tiers of sublicensing; (f) the singular shall include the plural and vice versa; (g) the word “or” has the inclusive meaning represented by the phrase “and/or”

except when paired as “either/or” and (h) the word “day” or “quarter” or “year” means a calendar day or calendar quarter or calendar year unless otherwise specified. All references to days, months, quarters or years are references to calendar days, calendar months, calendar quarters, or calendar years. Whenever any matter hereunder requires consent or approval, such consent shall not be unreasonably withheld or delayed.

15.12 **Counterparts**. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. For purposes hereof, a facsimile copy, or email with attached pdf copy, of this Agreement, including the signature pages hereto, will be deemed to be an original. Notwithstanding the foregoing, the Parties shall deliver original execution copies of this Agreement to one another as soon as practicable following execution thereof.

[Signature page follows – the rest of this page intentionally left blank.]

IN WITNESS WHEREOF, Arvinas, Genentech, and as expressly provided herein as a "Licensee" or as a "Party," or as expressly named herein under Section 9.6, Roche have each executed this Agreement by their respective officers hereunto duly authorized, on the A&R Effective Date.

ARVINAS, INC.

By: /s/ John Houston

Name: John Houston

Title: President and CEO

GENENTECH, INC.

By: /s/ Edward Harrington

Name: Edward Harrington

Title: CFO Genentech

F. HOFFMANN-LA ROCHE LTD

By: /s/ Dr. Melanie Wick

Name: Melanie Wick

Title: Authorized Signatory

By: /s/ Franziske Bachler

Name: Dr. Franziske Bachler

Title: Legal Counsel

APPENDICES

EXHIBITS

Appendix A

Research Plan Outline

Confidential Materials omitted and filed separately with the Securities and Exchange Commission. A total of 5 pages were omitted. [**].

APPENDIX B
Material Transfer Terms and Conditions

1. **Genentech Materials**. "**Genentech Materials**" means, with respect to an Exclusive Target, (a) those chemical or biological materials, other than Genentech Compounds, provided by Genentech or Licensee to Arvinas for use (i) in the relevant Research Program pursuant to this Agreement to be used for evaluation of Stage I and Stage II activity in such Research Program, or (ii) in the relevant Optimization Program pursuant to this Agreement, and/or (b) any modifications or derivatives of such materials in clauses (a)(i) or (ii) above. For clarity, Genentech Materials as described in (b) above shall not include any [**].

2. **Use of Genentech Materials**. For each Research Program or, as applicable, Optimization Program for a particular Exclusive Target, Arvinas shall use Genentech Materials solely for the purpose of conducting the Research Program or, as applicable, Optimization Program for such Exclusive Target in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws, rules and regulations. Arvinas acknowledges that Genentech Materials are experimental in nature and may have unknown characteristics, and therefore, agrees to use prudence and reasonable care in the use, handling, storage, transportation and disposition and containment of Genentech Materials. Upon any termination of the Research Program or, as applicable, Optimization Program for a particular Exclusive Target in accordance with the provisions of this Agreement, Arvinas shall return or destroy (and provide written certification thereof) relevant Genentech Materials, and Arvinas shall not use any Confidential Information of Genentech regarding such Genentech Materials as provided by Genentech in any subsequent efforts conducted by Arvinas, its Affiliates or their respective Third Party licensees with respect to such Exclusive Target (other than pursuant to an ongoing Research Program or, as applicable, Optimization Program under this Agreement), unless and until such Confidential Information is no longer considered "confidential" under the exclusions to the confidentiality obligations under Article 9 of this Agreement.

3. **Transfer of Genentech Materials**. Except as required for purposes of exercising its rights and performing its obligations under this Agreement, Arvinas shall not sell, transfer or disclose Genentech Materials to any other Person, without first receiving the prior written consent of Genentech or, if applicable, Licensee. In any case, any transfer of Genentech Materials shall only be to (i) persons obligated to assign to Arvinas their entire right, title and interest to Materials Inventions (as defined below) and (ii) persons who will use such Genentech Materials solely for the purpose of conducting the Research Program or, as applicable, Optimization Program for the relevant Exclusive Target.

4. **Ownership of Genentech Materials**. Genentech shall retain all right, title and interest in and to Genentech Materials (in part as to Genentech Materials that exist in combination with other material), and the transfer of Genentech Materials to Arvinas shall be a bailment and shall not constitute a sale of Genentech Materials or a grant, option or license of any Patent or other rights Controlled by Genentech or, if applicable, Licensee (other than a license to Arvinas to use the Genentech Materials in the conduct of the Research Program or, as applicable, Optimization Program for a particular Exclusive Target).

5. **Inventions**. Without limiting Section 8.1 of the Agreement, Arvinas shall promptly disclose to Genentech or, as applicable, Licensee any New Intellectual Property made by or on behalf of Arvinas using the Genentech Materials in the course of performing activities under the Research Program or, as applicable, Optimization Program with respect to the relevant Exclusive Target to the extent that it relates to a modification of or improvement to such Genentech Materials (but for clarity excluding any [**]) or the use thereof ("**Materials Inventions**"). Arvinas agrees not to disclose any such Materials Inventions, orally or in writing (e.g. by submission of a manuscript, abstract, patent application or other planned publication) until Genentech or, as applicable, Licensee has had [**] in which to review the intended disclosure and make recommendations or comments. Genentech or, as applicable, Licensee agrees to maintain any such Materials Inventions disclosed to Genentech under this paragraph 5 as Confidential Information in accordance with Section 9.1 of this Agreement, and subject to the exclusions under Section 9.2 of this Agreement, for a period of [**] from receipt of such disclosure.

6. **License Grant**. As consideration for the receipt of Genentech Materials from Genentech, Arvinas hereby grants to Genentech and Licensee a non-exclusive, worldwide, perpetual, irrevocable, fully paid-up license, with the right to grant sublicenses, through one or more tiers of sublicensees, under any Arvinas New Intellectual Property to the extent it relates to a Materials Invention to make, have made, use, sell, offer for sale, and import Materials Inventions. For clarity, such license does not include, by implication or otherwise, rights under any Arvinas Intellectual Property that is not a Materials Invention.

7. **No Human Use**. No material transferred or made in the course of performance of a Research Program shall be (a) administered to humans; and (b) no such material or results will be used by the Parties as stand-alone material or information for patient management, diagnostic, prognostic or other clinical purposes whatsoever.

8. **DISCLAIMER**. THE GENENTECH MATERIALS PROVIDED UNDER THIS AGREEMENT ARE BEING PROVIDED "AS IS", WITH NO WARRANTIES, EXPRESS OR IMPLIED, AND GENENTECH EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY WITH RESPECT TO THE GENENTECH MATERIALS.

Exhibit 1.11.2

Arvinas Patents

Confidential Materials omitted and filed separately with the Securiites and Exchange Commission. A total of 2 pages were omitted. [**]

Exhibit 1.40

Excluded Targets

Target	**[**]**
[**]	

Exhibit 1.74

Initial Targets

Target	**[**]**
[**]	

Exhibit 2.10.2(b)

Expansion Targets as of A&R Effective Date

Target	**[**]**
[**]	

Exhibit 10.1

Original Agreement Press Release

Arvinas Inks Strategic License Agreement with Genentech

Total deal value potentially worth more than $300M if initial targets are successful

New Haven, CT, XXXX, 2015 – Arvinas, Inc. (a wholly owned subsidiary of Arvinas LLC), a private biotechnology company creating a new class of drugs based on targeted protein degradation, entered into a license agreement with Genentech, a member of the Roche Group, for the development of new therapeutics using Arvinas' novel PROTAC technology. The multi-year strategic license agreement encompasses multiple disease targets.

Under the terms of the agreement, Arvinas will receive an undisclosed upfront payment. Arvinas is eligible to receive development and commercialization milestone payments in excess of $300 million based on achievement of certain predetermined milestones. In addition, Arvinas is eligible to receive tiered-royalties on sales of products resulting from the license agreement. Full financial terms have not been disclosed. At Genentech's discretion, it may elect to expand the collaboration to include additional disease targets for additional consideration.

"We are thrilled to be working with Genentech, a proven expert in drug discovery and development with world class ability to manufacture and commercialize state-of-the-art therapies," said Manuel Litchman, M.D., President and CEO of Arvinas. "Our PROTAC technology represents a completely novel approach to the targeted therapy of cancer and many other diseases, and we are delighted to be working with Genentech on their targets of interest."

"Genentech has one of the premier R&D organizations in the industry and I am particularly looking forward to working with them to explore fully the potential of our PROTAC protein degradation technology," commented Craig Crews, Ph.D., the L.B. Cullman Professor of Molecular, Cellular, and Developmental Biology at Yale University and Arvinas Chief Scientific Advisor.

PROTACs, or proteolysis-targeting chimeras, are bifunctional small molecules that are designed to target proteins for degradation and removal from a cell. These molecules are intended to induce a cell's own protein-degradation machinery to bind to a particular protein and "label" it for degradation, thus removing that protein from the system entirely. This contrasts to a more traditional drug development approach that inhibits proteins, which provides transient benefit and works on about a quarter of the body's proteins. Arvinas' approach has the potential to radically expand the number of disease-causing proteins that can be targeted.

James Sabry, M.D., Ph.D., Senior Vice President of Global Head of Genentech Partnering, commented, "Genentech is very interested in protein degradation as a therapeutic approach to address difficult disease targets. Arvinas's PROTAC technology offers an exciting opportunity to harness the body's own system to degrade pathogenic proteins."

About Arvinas

Arvinas is a pharmaceutical company focused on developing new small molecules aimed at degrading disease-causing cellular proteins. We are translating these innovative protein degradation approaches into novel drugs for the treatment of cancer and other diseases. Many diseases are a result of "rogue," uncontrolled proteins, whose absence could bring great clinical benefit to patients. To address these pathological intracellular proteins, Arvinas is developing a new drug paradigm based on the elimination of these proteins. Our innovative protein degradation technology uses small molecule drugs to "tag" specific proteins to be degraded by the ubiquitin/proteasome system (UPS), which is responsible for the normal turnover of most proteins within the cell.

Based on groundbreaking research conducted at Yale University by our Founder and Chief Scientific Advisor, Craig Crews, PhD, Arvinas has developed a platform technology to induce the loss of intracellular proteins: Proteolysis-Targeting Chimera (PROTAC). The ability of PROTAC-based drugs to induce protein degradation (instead of protein inhibition) offers the advantage of potentially targeting "undruggable" as well as "druggable" elements of the proteome. This greatly expands our ability to create drugs for many new, previously unapproachable targets. For more information, visit www.arvinas.com.

Arvinas Media Contact
Carolyn Hawley
carolyn@canalecomm.com

Exhibit 10.1A

A&R Agreement Press Release

Arvinas Expands Strategic License Agreement with Genentech

Expansion of 2015 agreement brings total deal value to potentially exceed $650 million

NEW HAVEN, Conn., November xx, 2017 – Arvinas LLC, a private biotechnology company creating a new class of drugs based on protein degradation, today announced it has expanded its ongoing license agreement with Genentech, a member of the Roche Group, for the development of new therapeutics using Arvinas' novel PROTAC technology. The multi-year strategic license agreement, initiated in October 2015, will encompass additional disease targets and expand the collaboration.

Under the revised terms of the agreement, Arvinas is eligible to receive development and commercialization milestone payments in excess of $650 million based on achievement of certain predetermined milestones. In addition, Arvinas is eligible to receive tiered-royalties on sales of products resulting from the license agreement. Full financial terms have not been disclosed.

"Genentech's decision to expand our original agreement to include additional disease targets shows the promise seen in our first two years together and further supports our targeted protein degradation platform as a novel drug modality to treat a broad array of diseases," said John Houston, Ph.D., President and Chief Executive Officer of Arvinas. "This expansion also supports our initial decision to work with Genentech in 2015 and we look forward to this growing collaboration."

The PROTAC Platform offers potential improvements over traditional small molecule inhibitors using the ubiquitin and proteasome system within a cell to degrade disease causing proteins. By removing target proteins directly rather than inhibiting them, PROTACs can provide multiple advantages over small molecule inhibitors, which can require high systemic exposure to achieve sufficient inhibition, often resulting in toxic side effects and eventual drug resistance.

About Arvinas

Arvinas is a pharmaceutical company focused on developing new small molecules – known as PROTACs (PROteolysis TArgeting Chimeras) – aimed at degrading disease-causing cellular proteins via proteolysis. Based on innovative research conducted at Yale University by Dr. Craig Crews, Founder and Chief Scientific Advisor, the company is translating natural protein degradation approaches into novel drugs for the treatment of cancer and other diseases. The proprietary PROTAC-based drug paradigm induces protein degradation, rather than protein inhibition, facilitating the ubiquitin proteasome

system and offers the advantage of potentially targeting “undruggable” as well as “druggable” elements of the proteome. This greatly expands the ability to create drugs for many new, previously unapproachable targets. For more information, visit www.arvinas.com.

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212-362-1200

Exhibit 11.2(h)

Existing Third Party Agreements

1. Yale Agreement (as defined in the Agreement)

Exhibit 10.11

Confidential Materials omitted and filed separately with the
Securities and Exchange Commission. Double asterisks denote omissions.

RESEARCH COLLABORATION AND LICENSE AGREEMENT

by and between

ARVINAS, INC.

and

PFIZER INC.

RESEARCH COLLABORATION AND LICENSE AGREEMENT

This Agreement (this **"Agreement"**) is effective as of December 22, 2017 (the **"Effective Date"**), and is entered into by and between **Arvinas, Inc.**, a corporation organized and existing under the laws of Delaware, located at 5 Science Park, 395 Winchester Ave., New Haven, CT 06511 (**"Arvinas"**) and **Pfizer Inc.**, a corporation organized and existing under the laws of Delaware, located at 235 East 42nd Street, New York, NY 10017 (**"Pfizer"**).

RECITALS:

WHEREAS, Arvinas has developed a proprietary platform which translates innovative protein degradation approaches into novel drugs for the treatment of human diseases; and

WHEREAS, Pfizer and Arvinas desire to enter into a research collaboration applying Arvinas' proprietary technology to targets nominated by Pfizer, with the goal of identifying or optimizing novel compounds for development and commercialization by Pfizer.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, Arvinas and Pfizer hereby agree as follows:

ARTICLE 1 DEFINITIONS.

Unless specifically set forth to the contrary herein, the following terms, whether used in the singular or plural, shall have the respective meanings set forth below.

1.1 **"AAALAC"** shall mean the Association for Assessment and Accreditation of Laboratory Animal Care International.

1.2 **"Additional Stage"** shall mean [**]

1.3 **"Additional Work"** shall have the meaning set forth in Section 5.2.1.

1.4 **"Affiliate"** of a Person shall mean, as of any point in time and for so long as such relationship continues to exist, any other Person which (directly or indirectly) is controlled by, controls or is under common control with such Person. For the purposes of this definition, the term "control" (including, with correlative meanings, the terms "controlled by" and "under common control with") as used with respect to a Person means (i) in the case of a corporate entity, direct or indirect ownership of voting securities entitled to cast fifty percent (50%) or more of the votes in the election of directors or (ii) in the case of a non-corporate entity, direct or indirect ownership of fifty percent (50%) or more of the equity interests with the power to direct the management and policies of such entity.

1.5 **"Agreement"** shall have the meaning given such term in the preamble to this document.

1.6 **"Alliance Manager"** shall have the meaning set forth in Section 3.11.1.

1.7 **"Arvinas"** shall have the meaning given such term in the preamble to this Agreement.

1.8 **"Arvinas Information and Inventions"** shall mean all Technology and Inventions arising in the course of performance of the Research Program and developed or invented solely by employee(s) of Arvinas or other persons not employed by Pfizer who are acting on behalf of Arvinas, but excluding Arvinas Technology Improvements.

1.9 **"Arvinas Know-How"** shall mean all Technology (including the Arvinas Technology, Arvinas Technology Improvements, Arvinas Information and Inventions and Arvinas' rights in Joint Information and Inventions), which during the term of this Agreement: (i) is Controlled by Arvinas or its Affiliates; (ii) is not generally known; and (iii) is necessary or useful to Pfizer in connection with the performance of the Research Program or the Development, Manufacture, Commercialization or use of one or more Compounds or Products in the Territory in accordance with the licenses granted under this Agreement.

1.10 **"Arvinas Patent Rights"** shall mean Patent Rights Controlled by Arvinas or any of its Affiliates, including those listed on Schedule 1.10, which claim or Cover (i) the Arvinas Technology or Arvinas Technology Improvements; (ii) Arvinas Information and Inventions; or (iii) a Compound or Product or the Development, Manufacture, Commercialization or use of any Compound or Product; provided, however, that Arvinas Patent Rights shall not include any Patent Rights which claim or cover Compounds or Products that were independently owned or acquired by any acquirer of Arvinas (or of substantially all of its assets to which this Agreement relates).

1.11 **"Arvinas Program Patent Rights"** shall have the meaning set forth in Section 7.2.2(a).

1.12 **"Arvinas Technology"** shall mean Technology Controlled by Arvinas as of the Effective Date or during the Term (solely to the extent arising or acquired other than in the course of performance of the Research Program) relating to the identification, development or manufacture of molecules designed to degrade target proteins, which molecules consist of (a) a ligand that binds to a selected target ("**Target Binding Moiety**"), (b) a ligand that binds to an E3 ligase ("**Ligand**") and (c) a connector that attaches ligands (a) and (b) ("**Connector**") (any such three-part molecule, a "**PROTAC**").

1.13 **"Arvinas Technology Improvement"** shall mean any Invention or other Technology made or developed by Arvinas, its Affiliates or representatives in the course of performance of this Agreement, or by Pfizer, its Affiliates or representatives in the course of performance of the Research Program or the research and development of one or more Compounds or Products in the Territory in accordance with the licenses granted under this Agreement, which constitutes an improvement to or enhancement or modification of the Arvinas Technology, excluding, however, any Pfizer Compounds, and any Compound, Product or any manufacturing process to the extent that it is specific for any such Compound that has been the subject of an Option Exercise.

1.14 **"Budget"** shall have the meaning set forth in Section 5.2.1.

1.15 **"Bundle"** shall mean a Product sold together with one or more other pharmaceutical products.

1.16 **"Calendar Quarter"** shall mean the respective periods of three (3) consecutive calendar months ending on March 31, June 30, September 30 and December 31.

1.17 **"Calendar Year"** shall mean each successive period of twelve (12) months commencing on January 1 and ending on December 31.

1.18 **"Change of Control"** shall mean with respect to a Party: (1) the sale of all or substantially all of such Party's assets or business relating to this Agreement; (2) a merger, reorganization or consolidation involving such Party in which the voting securities of such Party outstanding immediately prior thereto cease to represent more than fifty percent (50%) of the combined voting power of the surviving entity immediately after such merger, reorganization or consolidation; or (3) a person or entity, or group of persons or entities, acting in concert, acquiring fifty percent (50%) or more of the voting equity securities or management control of such Party, in each of (1), (2) and (3) above excluding any such transaction between a Party and its Affiliate. In no event will a Change of Control include any transaction in which a Party or its successor(s) issues securities to investors solely for capital raising purposes.

1.19 **"Clinical Trial"** shall mean a Phase I Clinical Trial, Phase II Clinical Trial or Phase III Clinical Trial.

1.20 **"Combination Product"** shall mean a Product which includes one or more pharmaceutically active ingredients other than Compound in combination with Compound.

1.21 "**Commercialize**" or "**Commercializing**" shall mean to market, promote, distribute, offer for sale, sell, have sold, import, have imported, export, have exported or otherwise commercialize a compound or product. When used as a noun, "Commercialization" means any and all activities involved in Commercializing.

1.22 **"Commercially Reasonable Efforts"** shall mean, with respect to the efforts to be expended by a Party with respect to any objective, such reasonable, good faith efforts to accomplish such objective as such Party would normally use to accomplish a similar objective under similar circumstances. It is understood and agreed that with respect to the Development and Commercialization of any Product by either Party, such efforts shall be substantially equivalent to those efforts and resources that would generally be used by such Party for pharmaceutical products owned by it or to which it has rights, which product is [**]. Commercially Reasonable Efforts shall be determined [**].

1.23 **"Committee"** shall mean the joint research committee established to facilitate the Research Program as more fully described in Section 2.4.

1.24 **"Compound"** shall mean any compound that either (i) is a PROTAC synthesized by or on behalf of either Party in the course of performance of the Research Program, or (ii) is optimized by or on behalf of Pfizer or its Related Party outside of the course of performance of the Research Program based on a Compound included in (i) and incorporates, is derived from, or is covered by a claim included in any Patent Right within, Arvinas Technology or any Arvinas Technology Improvement, and in each case that is designed to have a primary mechanism of action directed to inhibition or degradation of the relevant Target.

1.25 **"Connector"** shall have the meaning set forth in the definition of Arvinas Technology.

1.26 **"Control"**, **"Controls"** or **"Controlled by"** shall mean, with respect to any item of or right under any relevant Technology or Patent Right, the possession of (whether by ownership or license, other than pursuant to this Agreement), or the ability of a Party to grant access to, or a

license or sublicense of, such items or right as provided for herein without violating the terms of any agreement or other arrangement with any Third Party existing at the time such Party would be required hereunder to grant the other Party such access or license or sublicense.

1.27 **"Covers"** shall mean, with respect to a claim within a Patent Right, that, but for a license granted to a Party under the relevant claim included in such Patent Right, the manufacture, use or sale of any subject matter by such Party would infringe such claim or, in the case of a Patent Right that is a patent application, would infringe such claim in such patent application if it were to issue as a patent.

1.28 **"Deliverables"** shall mean the deliverables for the relevant Stage of the Research Program and Target, as expressly described in the relevant Research Plan or as otherwise agreed by the Parties in writing.

1.29 **"Develop"** or **"Developing"** shall mean to discover, research or otherwise develop a process, compound or product, including conducting non-clinical and clinical research and development activities. When used as a noun, "Development" means any and all activities involved in Developing.

1.30 **"Election Notice"** shall have the meaning set forth in Section 2.3.2.

1.31 **"Election Period"** shall have the meaning set forth in Section 2.3.2.

1.32 "**Excluded Information**" means information relating to any of the following items to the extent not in the public domain that is not expressly referenced in a Research Plan as Information to be exchanged hereunder (in which event the permitted exchange is applicable only to the relevant Research Plan): [**] and (B) any other information that Pfizer, on or after the Effective Date, expressly indicates to Arvinas' Alliance Manager or to Arvinas' Committee representative in writing, prior to any such information's disclosure to Pfizer or any of its Affiliates, that Pfizer does not want disclosed to them. Notwithstanding the foregoing, any Information that Arvinas is obligated to disclose to Pfizer pursuant to any provision of this Agreement, including Article 7, and that Arvinas, subject to compliance with the last sentence of Section 2.5, discloses in good faith, to the relevant individual(s) designated by Pfizer in writing, if any, in accordance with such obligations shall not be Excluded Information under this Agreement.

1.33 **"Excluded Target"** shall mean the targets (i) that are listed on Schedule 1.33 hereto, (ii) [**].

1.34 **"Exploratory Phase Stage"** shall mean the Stage of the Research Program identified as such in the relevant Research Plan.

1.35 **"FDA"** shall mean the United States Food and Drug Administration and any successor Regulatory Authority having substantially the same function.

1.36 **"First Commercial Sale"** shall mean, with respect to any Product and with respect to any country, the first sale for end use or consumption of such Product in a country after such Product has been granted Marketing Authorization by the appropriate Regulatory Authority for such country, excluding, however, any sale or other distribution for use in a Clinical Trial.

1.37 **"Full Time Equivalent"** or **"FTE"** shall mean the equivalent of a full-time scientist's work time over a twelve-month period (allowing reasonable and customary time for normal vacations, sick days, holidays, conference attendance, corporate meetings, etc.). The portion of an FTE year devoted by a scientist to the Research Program shall be determined by dividing the number of hours during any twelve-month period devoted by such employee to the Research Program by [**] which shall be deemed the total number of working hours during such twelve-month period, provided that no additional payment shall be required with respect to any person who works more than [**] hours per year unless otherwise authorized by the Committee.

1.38 **"FTE Rate"** shall mean (i) with respect to employees of Arvinas, an amount equal to [**] US dollars (US$[**]) for one (1) full FTE devoted to the performance of the Research Program and (ii) with respect to contractors engaged by Arvinas, an amount equal to [**] US dollars (US$[**]) for one (1) full FTE devoted to the performance of the Research Program, each of which represents the fully burdened rate for each such FTE and includes related salary, benefits, administration, facilities costs, overhead and any other costs associated with such FTE, provided that such FTE rates shall be adjusted for inflation or deflation, with the first revision effective on the [**] anniversary of the Effective Date, to reflect any increase or decrease, since the prior adjustment (or the initial rate, as applicable), in the Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners covering the Connecticut region, based on the most recent monthly index available as of the adjustment date.

1.39 **"Information"** shall mean any and all information and data, including all Arvinas Know-How, all Pfizer Know-How, and all other scientific, pre-clinical, clinical, regulatory, manufacturing, marketing, financial and commercial information or data, whether communicated in writing or orally or by any other method, which is provided by one Party to the other Party in connection with this Agreement.

1.40 **"Initial Target"** shall mean any of [**].

1.41 **"Initiates"**, **"Initiated"** or **"Initiation"** shall mean, with respect to a Clinical Trial, the administration of the first dose to a human subject or patient in such Clinical Trial, and with respect to a Stage of the Research Program, shall mean: [**].

1.42 **"Invention"** shall mean any process, method, composition of matter, article of manufacture, discovery or finding that is conceived or reduced to practice in the course of performance of the Research Program.

1.43 **"Joint Information and Inventions"** shall mean all Technology and Inventions arising in the course of performance of the Research Program and developed or invented jointly by employee(s) of Arvinas or its Affiliates or a Third Party acting on behalf of Arvinas or its Affiliates, on the one hand, and Pfizer or its Affiliates or a Third Party acting on behalf of Pfizer or its Affiliates, on the other hand, but in all cases excluding Arvinas Technology Improvements and Pfizer Compounds.

1.44 **"Joint Patent Rights"** shall mean Patent Rights which are filed to claim or Cover Inventions within Joint Information and Inventions.

1.45 **"Law(s)"** shall mean all laws, statutes, rules, regulations, ordinances and other pronouncements having the effect of law of any federal, national, multinational, state, provincial, county, city or other political subdivision, agency or other body, domestic or foreign.

1.46 **"Lead Optimization Efforts"** shall have the meaning set forth in Section 5.2.2.

1.47 **"License"** shall have the meaning set forth in Section 3.1.1.

1.48 **"Ligand"** shall have the meaning set forth in the definition of Arvinas Technology.

1.49 **"Ligand Screening Stage"** shall mean the Stage of the Research Program identified as such in the relevant Research Plan.

1.50 **"Major Market Country"** shall mean the United States or a Major EU Market Country.

1.51 **"Major EU Market Countries"** shall mean Germany, the United Kingdom, Spain, Italy and France.

1.52 **"Manufacture"** or **"Manufacturing"** shall mean to make, produce, manufacture, process, fill, finish, package, label, perform quality assurance testing, release, ship or store a compound or product or any component thereof. When used as a noun, "Manufacture" or "Manufacturing" shall mean any and all activities involved in Manufacturing a compound or product or any component thereof.

1.53 **"Marketing Authorization"** shall mean all approvals from the relevant Regulatory Authority necessary to market and sell a Product in any country (including all applicable pricing and governmental reimbursement approvals even if not legally required to sell Product in a country).

1.54 **"Net Sales"** shall mean the gross amounts invoiced (not including value added taxes, sales taxes, or similar taxes) for sales of Product sold by Pfizer or its Related Parties to the first Third Party after deducting, for such Product: bad debts related to such Product, sales returns and allowances actually paid, granted or accrued, including trade, quantity and cash discounts and any other adjustments, including those granted on account of price adjustments, rejected goods, returns, rebates, chargeback rebates, reimbursements or similar payments granted or given to wholesalers or other distributors, buying groups, health care insurance carriers, chain pharmacies, mass merchandisers, staff model HMO's, pharmacy benefit managers or other institutions, customs or excise duties, sales tax, consumption tax, value added tax, and other taxes (except income taxes and all to the extent paid by Pfizer and non-refundable in accordance with Applicable Law) or duties relating to sales, any payment in respect of sales to the United States government, any state government or any foreign government, or to any other Governmental Authority, or with respect to any government-subsidized program or managed care organization, deductions for Health Care Reform fees and similar deductions to gross invoice price of Product imposed by Regulatory Authorities or other governmental entities, the standard inventory cost of devices or delivery systems used for dispensing or administering Product that are included with the Product and delivered as part of the invoice price, and freight and insurance (to the extent that Pfizer, its Affiliates or its Sublicensees bear the cost of freight and insurance for the Product), provided that in each case that the amounts are, where applicable, separately charged on the relevant invoice and that such deductions do not exceed reasonable and customary amounts in the market in which such sales occurred.

In the case of any sale of a Product between or among Pfizer and its Related Parties for resale, Net Sales shall be calculated as above only on the value charged or invoiced on the first sale thereafter to a Third Party. In the event that Pfizer or its Related Parties receives any further revenue from the relevant transferee of Product based on such transferee's resale or use of the relevant Product, any such amount received shall also be deemed part of Net Sales of such Product. Net Sales shall be determined from books and records maintained in accordance with GAAP, as consistently applied by Pfizer with respect to sales of the Product.

The deductions set forth above will also be applied in calculating Net Sales for a Combination Product. If a Product is sold as part of a Combination Product in any country, the Net Sales of the Product shall be determined by multiplying the Net Sales of the Combination Product by the fraction, A/(A+B), where: A is the weighted (by sales volume) average sale price in such country of the Product when sold separately in finished form, and B is the aggregate weighted average sale price in such country of the other pharmaceutically active product(s) included in the Combination Product when sold separately in finished form. If the Product is sold as part of a Combination Product and is sold separately in finished form, but the other pharmaceutically active product included in the Combination Product is not sold separately in finished form, the Net Sales of the Product shall be determined by multiplying the Net Sales of the Combination Product by the fraction A/C where: A is the weighted (by sales volume) average sale price in such country of the Product contained in such Combination Product when sold separately in finished form, and C is the weighted (by sales volume) average sale price in such country of the Combination Product. If the Product is sold as part of a Combination Product and is not sold separately in finished form, but the other pharmaceutically active product(s) included in the Combination Product are sold separately in finished form, the Net Sales of the Product shall be determined by multiplying the Net Sales of the Combination Product by the fraction C-B/C where: B is the weighted (by sales volume) average sale price in such country of the other product(s) included in such Combination Product when sold separately, and C is the weighted (by sales volume) average sale price in such country of the Combination Product. In the event that such average sale price cannot be determined for both the Product and the other therapeutically active ingredient(s) included in the Combination Product as set forth above, Net Sales for purposes of determining royalty payments shall be agreed by the Parties in writing based on the relative fair market value contributed by each component, such agreement not to be unreasonably withheld or delayed.

[**]

1.55 **"Option"** shall have the meaning set forth in Section 3.2.2.

1.56 **"Option Exercise"** shall have the meaning set forth in Section 3.2.2.

1.57 **"Party"** shall mean Arvinas or Pfizer, individually, and "Parties" shall mean Arvinas and Pfizer, collectively.

1.58 **"Patent Rights"** shall mean any and all patents and pending patent applications in the Territory (which for the purpose of this Agreement shall be deemed to include certificates of invention and applications for certificates of invention), including divisionals, continuations, continuations-in-part, patents-of-addition, reissues, renewals, substitutions, registrations, re-examinations, revalidations, extensions, restorations by existing or future extension or restoration mechanisms, including patent term extensions, supplementary protection certificates or the equivalent thereof, pediatric exclusivity periods and the like of any such patents and patent applications, any other form of government-issued right substantially similar to any of the foregoing and foreign equivalents of the foregoing.

1.59 **"Person"** shall mean any individual, sole proprietorship, firm, corporation, partnership, limited partnership, limited liability company, trust, business trust, joint stock company, joint venture company, governmental authority, association or other entity.

1.60 **"Pfizer"** shall have the meaning given such term in the preamble to this Agreement.

1.61 **"Pfizer Compounds**" shall mean, with respect to a Target, those compounds provided by Pfizer to Arvinas for use in the Research Program pursuant to this Agreement [**]

1.62 **"Pfizer Information and Inventions"** shall mean all Technology and Inventions arising in the course of performance of the Research Program and developed or invented solely by employee(s) of Pfizer or other persons not employed by Arvinas who are acting on behalf of Pfizer, but excluding Arvinas Technology Improvements.

1.63 **"Pfizer Know-How"** shall mean all information and materials, including discoveries, improvements, processes, methods, protocols, formulas, data, inventions (including Pfizer Information and Inventions and Pfizer's rights in Joint Information and Inventions), know-how and trade secrets, patentable or otherwise, which during the term of this Agreement: (i) are in Pfizer's Control; (ii) are not generally known; and (iii) are in Pfizer's opinion necessary to Arvinas in the performance of Arvinas' obligations under the Research Program.

1.64 **"Pfizer Patent Rights"** shall mean Patent Rights which during the term of this Agreement are Controlled by Pfizer or any of its Affiliates which claim or Cover: (i) the Pfizer Technology or Pfizer Compounds; (ii) Pfizer Information and Inventions; or (iii) a Compound or Product or the Development, Manufacture, Commercialization or use of any Compound or Product.

1.65 **"Pfizer Quarter"** shall mean any of the four (4) consecutive thirteen (13) week periods commencing on January 1 of any Pfizer Year with respect to the United States, and the corresponding consecutive thirteen (13) week period commencing on the December 1 prior to such January 1 of any United States Pfizer Year with respect to any country in the Territory other than the United States.

1.66 **"Pfizer Technology"** shall mean Technology Controlled by Pfizer as of the Effective Date or during the Term (solely to the extent arising or acquired other than in the course of performance of the Research Program) that is introduced to the Research Program pursuant to a Research Plan by Pfizer.

1.67 **"Pfizer Year"** shall mean a twelve (12) month fiscal period observed by Pfizer commencing on January 1 with respect to the United States, and the corresponding twelve (12) month fiscal period commencing on the December 1 prior to any such January 1 with respect to any country in the Territory other than the United States.

1.68 **"Phase I Clinical Trial"** shall mean a human clinical trial in any country that would satisfy the requirements of 21 CFR 312.21(a), as amended (or its successor regulation).

1.69 **"Phase II Clinical Trial"** shall mean a human clinical trial in any country that would satisfy the requirements of 21 CFR 312.21(b), as amended (or its successor regulation).

1.70 **"Phase III Clinical Trial"** shall mean a human clinical trial in any country that would satisfy the requirements of 21 CFR 312.21(c), as amended (or its successor regulation).

1.71 **"Pre-Exploratory Phase Stage"** shall mean the Stage of the Research Program identified as such in the relevant Research Plan.

1.72 **"Product"** shall mean any pharmaceutical or biological preparation in final form containing one or more Compounds (i) for sale by prescription, over-the-counter or any other method, whether for humans or other animals, or (ii) for administration to human subjects or patients in a Clinical Trial.

1.73 **"PROTAC"** shall have the meaning set forth in the definition of Arvinas Technology.

1.74 **"Regulatory Authority"** shall mean any applicable government regulatory authority involved in granting approvals for the Manufacturing or Commercialization of a Product in the Territory, including the FDA.

1.75 **"Related Party"** shall mean each of Pfizer, its Affiliates, and their respective sublicensees with respect to Compounds or Products (which term does not include distributors), as applicable.

1.76 **"Research Plan"** shall mean a plan for performance by the Parties of research activities under Article 2 of this Agreement with respect to a given Target as set forth in Schedules 2.1(a), 2.1(b), 2.1(c), 2.1(d), 2.1(e) attached hereto, and as amended from time to time in accordance with the terms of this Agreement. To the extent a Research Plan is not attached to this Agreement as of the Effective Date, such Research Plan shall be deemed attached once mutually agreed by the Parties in writing and, when prepared by the Parties, any such subsequent Research Plan will be substantially similar in scope, timelines, obligations and other items as the attached Research Plans, with such modifications as relevant for the applicable Target.

1.77 **"Research Program"** shall mean the research activities undertaken by the Parties as set forth in Article 2 and the Research Plans. The Research Program and Research Plans shall not include activities for a given Target after completion of the [**] unless expressly agreed by the Parties in writing in accordance with Section 5.2.

1.78 **"Research Program Term"** shall mean the duration of the Research Program, as further provided in Section 2.8.

1.79 **"Royalty Period"** shall have the meaning set forth in Section 5.5.1(c).

1.80 **"Stage"** shall mean a given stage of work under the Research Program for a given Target, as described in the applicable Research Plan, and for which a set of Deliverables is to be provided to Pfizer. Any Additional Stage to be conducted under the Research Program in accordance with Section 5.2.2 will also be deemed a "Stage" for purposes of this Agreement.

1.81 **"Substitute Target"** shall mean a target substituted by Pfizer for one of the Initial Targets, as described more fully in Section 3.5.

1.82 **"Target"** shall mean, for so long as such target is subject to license rights from Arvinas hereunder, any Initial Target and, subject to Section 3.5, any Substitute Target, each as identified by its UniProt number.

1.83 **"Target Binding Moiety"** is defined in the definition of Arvinas Technology and, for clarity, shall not include any Connector or Ligand also defined therein.

1.84 **"Target Exclusivity"** shall mean the exclusive rights with respect to each Target granted to Pfizer by Arvinas pursuant to Section 2.10.

1.85 **"Target Substitution Notice"** shall have the meaning set forth in Section 3.5.

1.86 **"Technology"** shall mean all information and materials, including discoveries, improvements, processes, practices, methods, protocols, specifications, formulas, algorithms, data, results, inventions, know-how and trade secrets, patentable or otherwise.

1.87 **"Territory"** shall mean all of the countries in the world, and their territories and possessions.

1.88 **"Third Party"** shall mean an entity other than Arvinas and its Affiliates and Pfizer and its Affiliates.

1.89 **"United States"** shall mean the United States of America, its territories and possessions.

1.90 **"Valid Patent Claim"** shall mean, with respect to a particular country, (i) a claim of an issued, unexpired and in-force patent included within the Arvinas Patent Rights, Joint Patent Rights or Pfizer Patent Rights which claims or Covers the composition of matter of any Compound, which has not been revoked or held unenforceable or invalid by a decision of a court or other governmental agency of competent jurisdiction (which decision is not appealable or has not been appealed within the time allowed for appeal), and which claim has not been cancelled, withdrawn, abandoned, disclaimed, denied or admitted to be invalid or unenforceable through reissue, re-examination or disclaimer or otherwise or (ii) with respect to Arvinas Patent Rights only, is a claim of a pending application that has been pending for less than [**] from its first office action, which claims or Covers the composition of matter of any Compound, which application is being prosecuted in good faith and has not been cancelled, abandoned, withdrawn or finally rejected or expired without the possibility of revival, reinstatement, appeal or refiling.

1.91 **"Yale Agreement"** shall mean the License Agreement between Yale University and Arvinas dated as of July 5, 2013, as amended, which agreement governs Arvinas' rights to certain Arvinas Technology and Arvinas Patent Rights.

1.92 **"Yale Licensed Patents"** shall mean those Arvinas Patent Rights identified as Yale Licensed Patents on Schedule 1.10, as such schedule may be updated from time to time, and all Patent Rights arising therefrom.

ARTICLE 2 RESEARCH PROGRAM

2.1 **General.** Arvinas and Pfizer shall engage in the Research Program upon the terms and conditions set forth in this Agreement. The activities to be undertaken in the course of performing the Research Program are set forth in the Research Plans, which may be amended in writing from time to time by agreement of the Parties, as specifically required in Section 5.2, or otherwise by the Committee, as attached to minutes of the applicable Committee meeting approved in writing by both Parties.

2.2 **Conduct of Research; Funding**. Arvinas and Pfizer each shall use Commercially Reasonable Efforts to complete their respective activities, and in accordance with any relevant timelines, as set out in the Research Plans, and will use personnel with sufficient skills and experience as are required to accomplish the Research Program in accordance with the terms of this Agreement and each Research Plan. Arvinas will use Commercially Reasonable Efforts to accomplish the goals for each Stage of each Research Plan as set forth therein.

2.2.1 The Research Program for each Target shall be conducted in Stages, as further set forth in the relevant Research Plan and in Sections 2.3 and 5.2.

2.2.2 Pfizer shall be entitled to utilize the services of its Affiliates or Third Parties to perform its Research Program activities. Arvinas shall be entitled to utilize the services of Affiliates or Third Parties to perform its Research Program activities only upon Pfizer's prior written consent or as specifically set forth in the relevant Research Plan; provided that, as of the Effective Date, Pfizer has consented to Arvinas subcontracting with [**] to conduct services with respect to the Research Program by and on behalf of Arvinas. Notwithstanding any of the foregoing, (a) any such subcontract shall be subject to the relevant terms and conditions of this Agreement; (b) each Party shall enter into agreements with its subcontractors that contain confidentiality terms no less stringent than those set forth in Article 4 hereof and assignment of inventions provisions consistent with the requirements of this Agreement; and (c) each Party shall remain at all times fully liable for its respective responsibilities under the Research Program and its obligations under this Agreement.

2.2.3 Each Party shall be responsible for all costs and expenses it incurs relating to such aspects of the Research Program as are to be provided or performed by that Party according to each Research Plan, as amended in accordance with this Agreement. Arvinas shall be obligated hereunder to perform such activities under each Stage of the Research Plan for the relevant Target to be conducted hereunder as are required to generate the relevant Deliverables for such Stage. but shall not be required to perform additional activities with respect to such Target after completion of a given Stage unless Additional Work is to be conducted in accordance with Section 5.2.1, Pfizer has agreed to proceed to the next Stage of the Research Plan for such Target as set forth in Section 2.3, or the Parties have agreed to conduct a subsequent Additional Stage in accordance with Sections 3.2 and 5.2.2.

2.2.4 [**]

2.2.5 [**]

such Stage (such excess amount, the "**Overage**"), shall be applied as a credit towards payments due to Arvinas under Section 5.2 or Section 5.4 for the next subsequent Additional Work, Stage or Additional Stage with respect to the relevant Target, or if no such payments will be due, as a credit towards payments due to Arvinas under Section 5.2 or Section 5.4 for any other Target, in each case until the entire credit is exhausted. Arvinas will be responsible for the maintenance of accurate records regarding the FTEs provided by Arvinas for the performance of the Research Program (the **"Research Program FTE Records"**). Pfizer shall have the right to review and audit the Research Program FTE Records [**], following written notice to Arvinas and at mutually agreeable times.

2.3 Research Program Stages.

2.3.1 Upon completion of the activities for a particular Target and Stage under each Research Plan in accordance with any standards and timelines set forth in such Research Plan prior to the Initiation of [**] (Section 3.2 shall apply with respect to completion of the [**] set forth in the applicable Research Plan or any subsequent Stage for such Target), Arvinas shall suspend its activities under the Research Program for such Target and provide to Pfizer all Deliverables with respect to such Stage and Target. Following Pfizer's receipt of all Deliverables with respect to such Stage for such Target, Pfizer shall have the right, in its sole discretion, to elect whether to advance the Research Program for such Target to the next Stage as provided below. The relevant Deliverables (and any Confidential Information contained or incorporated in such Deliverables to the extent such information does not fall within any exclusions under Section 4.2) shall remain the property and Confidential Information of Arvinas, and shall be used by Pfizer for the sole purpose of evaluating whether or not to make any such election, unless and until the Option to the relevant Target has been exercised. Unless and until the Option to the relevant Target has been exercised, Pfizer shall not sell, transfer or disclose any such Deliverables (and including any Confidential Information contained or incorporated in such Deliverables to the extent such information does not fall within any exceptions under Section 4.2) to any other Person, without first receiving the prior written consent of Arvinas, which consent shall not be unreasonably withheld.

2.3.2 Pfizer may exercise its right to proceed to the next Stage by notifying Arvinas' Alliance Manager in writing ("**Election Notice**") at any time during the period from Pfizer's receipt of all Deliverables in accordance with Section 2.3.1 with respect to the relevant Stage for such Target until [**] thereafter ("**Election Period**"). In the event that Additional Work with respect to a given Stage is agreed by the Parties during an Election Period in accordance with Section 5.2.1, there shall be an additional Election Period for such Target and Stage following completion of such Additional Work and Pfizer's receipt of all Deliverables with respect to such Additional Work, during which period Pfizer may exercise its right to proceed to the next Stage by issuance of an Election Notice as provided above.

2.3.3 Arvinas shall not conduct any further activities under the applicable Research Plan for a given Target following provision of all relevant Deliverables to Pfizer for a given Stage or Additional Work unless and until Pfizer, in its sole discretion, elects to advance the Research Program for such Target to the next Stage pursuant to this Section 2.3, or unless Additional Work is to be conducted in accordance with Section 5.2.1, or the Parties have agreed to conduct an Additional Stage in accordance with Sections 3.2 and 5.2.2.

2.3.4 Upon receipt of an Election Notice to advance the Research Program to the next Stage for a particular Target in accordance with this Section 2.3, the Parties shall continue to conduct the Research Program for such Target in accordance with this Agreement and the applicable Research Plan, and any relevant payments pursuant to Section 5.4 shall be paid by Pfizer when due.

2.3.5 In the event an Election Notice is not provided to Arvinas within the Election Period for a particular Target pursuant to this Section 2.3 and the Parties have not agreed to perform Additional Work for the relevant Target and Stage in accordance with Section 5.2, the Research Program and any relevant Option and License with respect to such Target shall terminate, and this Agreement shall be deemed terminated with respect to such Target in accordance with Section 8.2 (but without any [**] delay).

2.3.6 Any permitted substitution for the relevant Target that is desired by Pfizer must be made before termination of Pfizer's rights pursuant to this Section 2.3.6 to the Initial Target for which substitution is to be made.

2.4 Joint Research Committee. The Parties hereby establish a committee to facilitate the Research Program as follows:

2.4.1 **Composition of the Joint Research Committee.** The Research Program shall be conducted under the direction of a joint research committee (the **"Committee"**) comprised of [**] representatives of Pfizer and [**] representatives of Arvinas. Each Party may change its representatives to the Committee from time to time in its sole discretion, effective upon notice to the other Party of such change. These representatives shall have appropriate technical credentials, experience and knowledge, and ongoing familiarity with the Research Program. Additional representative(s) or consultant(s) may from time to time, by mutual consent of the Parties, be invited to attend Committee meetings, subject to such representative's or consultant's written agreement to comply with the requirements of Article 4 and consistent with Section 7.1.5. The Committee shall be chaired by a representative of Pfizer. Each Party shall bear its own expenses related to attendance at such meetings by its representatives. Following the end of the Research Program Term, the Committee shall have a final meeting to review the results of the Research Program and then shall be disbanded. As needed, the Committee shall establish subcommittees and other working groups that shall report to the Committee, having equivalent functional counterparts from each Party, to further the objectives of the Research Program.

2.4.2 **Decision Making.** Decisions of the Committee shall be made unanimously by the Parties with each Party having one vote. In the event that the Committee cannot or does not, after good faith efforts, reach agreement on an issue related to the Research Program (excluding issues for which the Committee expressly does not have decision-making authority), the resolution or course of conduct shall be determined by [**] following referral to the senior executives of the Parties as provided in Section 10.7. In exercising its final decision-making authority with respect to Committee decisions as described above, [**] shall act in accordance with the objectives of the Research Program and the terms of this Agreement, and in good faith. [**].

2.4.3 **Meetings.** During the Research Program Term, the Committee shall meet in accordance with a schedule established by mutual written agreement of the Parties, but no less frequently than [**]**,** with the location for such meetings alternating between Arvinas and Pfizer facilities (or such other location as may be determined by the Committee). Alternatively, the Committee may meet by means of teleconference, videoconference or other similar communications equipment. The Committee shall confer regarding the status of the Research Program, review relevant data, consider and advise on any technical issues that arise, consider issues of priority, and review and advise on any budgetary and economic matters relating to the Research Program which may be referred to the Committee.

2.5 **Exchange of Information.** Upon execution of this Agreement, and on an ongoing basis during the Research Program Term at least [**] or as otherwise reasonably requested by Pfizer, Arvinas shall disclose to Pfizer and in writing or in an electronic format, solely as set out in the Research Plans or as specifically requested by Pfizer in writing, all Arvinas Know-How relevant to the activities of the Research Program not previously disclosed, and Pfizer shall promptly disclose to Arvinas during the term of the Research Program all Pfizer Know-How necessary for the performance of the Research Program by Arvinas. Notwithstanding the foregoing, Arvinas will use good faith efforts to not provide to Pfizer any Excluded Information whose disclosure to Pfizer is not specifically authorized in writing by Pfizer, its Alliance Manager or its Committee representative.

2.6 **Records and Reports.**

2.6.1 **Records.** Each Party shall maintain records, in sufficient detail and in good scientific manner appropriate for patent and regulatory purposes, which shall fully and properly reflect all work done and results achieved in the performance of the Research Program by such Party.

2.6.2 **Copies and Inspection of Records**. Pfizer shall have the right, during normal business hours and upon reasonable notice, to inspect and copy all such records of Arvinas referred to in Section 2.6.1 as reasonably appropriate in the performance of this Agreement or the exercise of any rights granted hereunder. Pfizer shall maintain such inspected records and the information disclosed therein in confidence in accordance with Article 4. Pfizer shall have the right to arrange for its employee(s) or consultant(s) involved in the activities contemplated hereunder to visit the offices and laboratories of Arvinas and any of its Third Party contractors as permitted under Section 2.2 during normal business hours and upon reasonable notice, at mutually agreeable times to discuss the Research Program work and its results in detail with the technical personnel and consultant(s) of Arvinas. Upon reasonable request, Arvinas shall provide copies of the records described in Section 2.6.1 to Pfizer. Arvinas shall have the right, during normal business hours and upon reasonable notice, to inspect and copy all such records of Pfizer referred to in Section 2.6.1 solely to the extent related to Arvinas Technology Improvements or Joint Information and Inventions, as reasonably appropriate in the exercise of the rights granted hereunder with respect to Arvinas Technology Improvements and Joint Information and Inventions. Arvinas shall maintain such inspected records and the information disclosed therein in confidence in accordance with Article 4. Upon reasonable request, Pfizer shall provide copies of the records described in Section 2.6.1, as are related to Arvinas Technology Improvements or Joint Information and Inventions, to Arvinas.

2.6.3 **Reports.** Within [**] following the end of each Calendar Quarter during the Research Program Term, Arvinas shall provide to Pfizer a written progress report in English which shall summarize the work performed to date on the Research Program and evaluate the work performed in relation to the goals of the Research Program. Arvinas shall provide such other written reports as may be required by the Research Program or reasonably requested by Pfizer relating to the progress of the goals or performance of the Research Program.

2.7 **Research Program Information and Inventions.** The entire right, title and interest in:

2.7.1 Arvinas Information and Inventions shall be owned solely by Arvinas;

2.7.2 Pfizer Information and Inventions shall be owned solely by Pfizer;

2.7.3 Joint Information and Inventions shall be owned jointly by Arvinas and Pfizer; and

2.7.4 Except as provided under Section 7.2.2(e), Arvinas Technology Improvements shall be owned solely by Arvinas, whether developed solely or jointly by either or both Parties or their Affiliates, subcontractors or other representatives.

2.7.5 Pfizer Compounds shall be owned solely by Pfizer, whether developed solely or jointly by either or both Parties or their Affiliates, subcontractors or other representatives.

Subject to compliance with the last sentence of Section 2.5, Arvinas shall promptly disclose to Pfizer in writing the development, conception or reduction to practice of Inventions, within the Arvinas Information and Inventions, Arvinas Technology Improvements, and Joint Information and Inventions. Pfizer shall promptly disclose to Arvinas in writing the development, conception or reduction to practice of Inventions within Joint Information and Inventions and Arvinas Technology Improvements. Patent Rights on any such Inventions shall be filed in accordance with Article 7. Except as provided under Section 7.2.2(e), Pfizer hereby assigns and agrees to assign to Arvinas any and all right, title and interest it or its Affiliates may have in and to any Arvinas Technology Improvements and in and to any Patent Rights filed thereon in accordance with Article 7. Subject to the terms and conditions of this Agreement, including Sections 2.10 and 3.1, each Party shall have the non-exclusive right to use and practice Joint Information and Inventions, and to grant licenses under its interest in Joint Information and Inventions and Joint Patent Rights, as it deems appropriate without the consent of or any obligation to the other Party; provided, however, that in the event that any Joint Patent Rights filed in accordance with Section 7.2.2(e) claim or Cover a Compound or Product directed at a Target that remains subject to an exclusive license granted to Pfizer hereunder, Arvinas shall not grant any license under its interest in such Joint Patent Rights to any Third Party without the prior written consent of Pfizer, provided that the Parties shall discuss any request for such consent in good faith; and provided, further, that in the event that any Joint Patent Rights Cover, but do not claim, a Compound, Arvinas shall not grant any license under its interest in such Joint Patent Rights to any Third Party without the prior written consent of Pfizer, such consent to not be unreasonably withheld or delayed.

2.8 **Research Program Term**. Except as otherwise provided herein, the term of the Research Program ("**Research Program Term**") shall commence on the Effective Date and, unless otherwise terminated in accordance with the terms of this Agreement, shall continue until completion of the last to be completed or terminated Research Plan; provided that Pfizer agrees

that it shall Initiate the first Stage of the Research Plan for [**] Initial Targets within [**] of the Effective Date and for each additional Initial Target that remains a Target hereunder within [**] of the Effective Date, and shall Initiate the first Stage of the Research Plan for any Substitute Target that becomes and remains a Target hereunder within [**] of the relevant Target Substitution Notice issued pursuant to Section 3.5. If any Research Plan is not Initiated within the relevant time period through no fault of Arvinas, Arvinas shall have no obligation to conduct the relevant portion of the Research Program.

2.9 **Materials Transfer.** In order to facilitate the Research Program, either Party may provide to the other Party certain materials for use by the other Party in furtherance of the Research Program. Neither Party may furnish any such materials to the other Party except as expressly provided in the applicable Research Plan or this Agreement without the prior written consent of the other Party. All such materials shall be considered the Information of the Party providing such material (provided that if they are a combination of the proprietary materials of both Parties, they shall be deemed the Information of both Parties) and shall be used by the receiving Party in accordance with the terms and conditions of this Agreement solely for purposes of exercising its rights and performing its obligations under this Agreement. All such materials must be used with prudence and appropriate caution in any experimental work, since all of their characteristics may not be known, and in compliance with all applicable Laws and any relevant Third Party contractual requirements that have been communicated in writing to the receiving Party. Such transfer will not be deemed a transfer of any intellectual property rights with respect to such material. Any and all compounds, biological materials, reagents, assays and other materials that are provided by one Party to the other Party hereunder in furtherance of the Research Program activities and that are not consumed in the course of performance of such activities, shall all be returned to the providing Party promptly upon the completion of the Research Program, or, if the providing Party so instructs in writing, or if such material exists in the form of a combination of the proprietary materials of both Parties, all such materials shall be destroyed and the destruction of such materials shall be certified in writing, in accordance with written instructions to be provided by the providing Party upon completion of the Research Program; provided, however, that such obligation shall not apply to the extent rights to the relevant materials or information are obtained or retained by either Party pursuant to the express provisions of this Agreement.

2.10 **Exclusive Efforts.** During the term of this Agreement, for so long as a Target is included in a license granted under this Agreement, and excluding the activities being conducted under the Research Program, Arvinas and its Affiliates shall not, either directly or indirectly (including on behalf of a Third Party), (i) conduct or agree to conduct any activities with respect to the Development or Commercialization of any pharmacologically-active agent whose primary mechanism of action is, by design, directed to such Target, or (ii) grant any license or covenant not to sue or other right to any Third Party with respect to the conduct of any such activities. Notwithstanding the foregoing, in the event that a Person that becomes an Arvinas Affiliate through a Change of Control or through acquisition of "control" (as defined in the definition of Affiliate) by Arvinas (a "**Transaction**"), has a program underway, at the time that Arvinas first enters into the Transaction, with respect to the Development or Commercialization of any pharmacologically-active agent whose primary mechanism of action is, by design, directed to such Target, such activity may continue following the effective date of the Transaction, provided that (i) such program is conducted by individuals who have (and have had) no involvement in the Research Program and no direct knowledge of or access to the Compounds, and (ii) such program does not utilize any Arvinas Information and Inventions, Arvinas Patent Rights, Arvinas Technology or Arvinas Technology Improvements.

2.11 **Compliance with Law and Ethical Business Practices.** Each Party shall conduct the activities of the Research Program and its other activities under this Agreement in accordance with all applicable Laws and good business ethics. Each Party shall notify the other Party in writing of any deviations from applicable Laws relevant to this Agreement of which any of its employees becomes aware. Each Party hereby certifies that it has not and will not employ or otherwise use in any capacity the services of any person or entity debarred under Section 21 USC 335a in performing any activities hereunder. Each Party shall notify the other Party in writing immediately if any such debarment relevant to this Agreement occurs or comes to its attention, and shall promptly remove any person or entity so disbarred from performing any activity or function related to the Research Program. Pfizer shall have the right, in its sole discretion, to terminate this Agreement immediately in the event of any such debarment, which termination shall be deemed a termination for cause.

2.12 **Use of Human Materials.** If any human cell lines, tissue, human clinical isolates or similar human-derived materials (**"Human Materials"**) have been or are to be collected or used in the Research Program by a Party or any Affiliate or Third Party acting on such Party's behalf, such Party represents and warrants (i) that it has complied, or shall comply, with all applicable Laws relating to the collection or use of the Human Materials and (ii) that it has obtained, or shall obtain, all necessary approvals and appropriate informed consents, in writing, for the collection or use of such Human Materials. Each Party shall provide documentation of such approvals and consents to the other Party upon the other Party's reasonable request. Each Party further represents and warrants that any such Human Materials that are used in the Research Program may be used as contemplated in this Agreement without any obligations to the individuals or entities (**"Providers"**) who contributed the Human Materials, including any obligations of compensation to such Providers or any other Third Party for the intellectual property associated with, or commercial use of, the Human Materials for any purpose.

Notwithstanding anything to the contrary in Section 4.1, each Party shall hold in confidence all data that identifies or could be used to identify an individual (**"Personal Data"**), except as required or permitted under this Agreement, or to the extent necessary to be disclosed to regulatory agencies as part of the review process. In addition, notwithstanding anything to the contrary in Section 4.1, each Party shall comply with all applicable Laws with respect to the collection, use, storage, and disclosure of any Personal Data**,** including the U.S. Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder. Each Party agrees to ensure that all appropriate technical and organizational measures are taken to protect Personal Data against loss, misuse, and any unauthorized, accidental, or unlawful access, disclosure, alteration, or destruction, including implementation and enforcement of administrative, technical, and physical security policies and procedures applicable to Personal Data and will not re-identify Personal Data.

2.13 **Animal Research**. Arvinas will comply with the Animal Welfare Act or any other applicable Laws relating to the care and use of laboratory animals. Pfizer encourages Arvinas to use the highest standards, such as those set forth in the Guide for the Care and Use of Laboratory Animals (NRC, 1996), for the humane handling, care and treatment of such research animals. Arvinas hereby certifies that prior to conducting any animal research at any Arvinas facility in connection with the Research Program, it shall obtain accreditation from AAALAC and shall maintain such accreditation for so long as it conducts such research. Any animals which are used by or on behalf of either Party in the course of the Research Program, or products derived from those animals, such as eggs or milk, will not be used for food purposes, nor will these animals be used for commercial breeding purposes.

ARTICLE 3 LICENSE; EXCHANGE OF INFORMATION; DEVELOPMENT AND COMMERCIALIZATION.

3.1 License Grants.

3.1.1 License. Arvinas hereby grants to Pfizer, with respect to each Target, an exclusive license (even as to Arvinas) in the Territory under Arvinas Patent Rights, Arvinas Know-How, and Arvinas' rights in the Joint Patent Rights and Joint Information and Inventions, with the right to grant and authorize sublicenses to the extent expressly provided below, to use, have used, Develop, have Developed, Manufacture, have Manufactured, Commercialize, have Commercialized and otherwise exploit Compounds and Products directed to such Target for any and all purposes, [**] (each, a "**License**"). [**].

3.1.2 Unblocking License. In addition to the licenses granted to Pfizer pursuant to Section 3.1.1, during the Term, on a Product-by-Product basis, in the event that [**], Arvinas hereby grants, and Arvinas hereby causes its Affiliates to grant, to Pfizer, subject to the terms and conditions of this Agreement and subject to any preexisting license grants to Third Parties, and to the extent Arvinas is legally able to do so, a fully-paid, non-exclusive, royalty-free, sublicensable license during the Term under such issued Patent Right for Pfizer to use, have used, Develop, have Developed, Manufacture, have Manufactured, Commercialize, have Commercialized and otherwise exploit Compounds and Products in accordance with this Agreement.

3.1.3 Notwithstanding the foregoing, on a Target-by-Target basis, Pfizer shall not, and shall have no right to, alone or through any Third Party, exercise or sublicense the relevant License, other than in order to complete the activities pursuant to the Research Program, unless and until Pfizer has exercised its Option with respect to such Target in accordance with Section 3.2 below.

3.1.4 Arvinas shall retain such rights under the foregoing grants as are necessary to conduct discovery and preclinical research activities with respect to the Targets and Compounds directed at a Target solely in connection with the Research Program and as set forth in each Research Plan.

3.1.5 Once a Target is no longer included under this Agreement, whether pursuant to Section 2.3, 3.2, Article 8 or otherwise, Pfizer shall have no further rights as granted above with respect to relevant Compounds or Products. In addition, no rights are granted to Pfizer under the Arvinas Patent Rights or Arvinas Know-How with respect to the use of any compound in connection with the mediation of proteasomal degradation of any target other than those Targets with respect to which Pfizer retains an exclusive license under Section 3.1.1.

3.1.6 Notwithstanding Arvinas' sole ownership of Arvinas Technology Improvements as set forth in Section 2.7 and the exclusive license granted to Arvinas in Section 7.2.2(e) with respect to Arvinas Technology Improvements, (i) Arvinas may utilize Arvinas Technology Improvements arising in the course of performance of the Research Program or with respect to which rights are obtained from Pfizer hereunder only for Arvinas' internal programs or for programs conducted by or on behalf of Third Parties who license Arvinas' protein degradation technology, but not with respect to any Target that is included under an exclusive license granted under this Agreement at the relevant time, and (ii) Arvinas hereby grants to Pfizer a non-exclusive, worldwide, fully-paid license to utilize Arvinas Technology Improvements invented solely by Pfizer or its Affiliates or a Third Party acting on behalf of Pfizer or its Affiliates for any purposes, and to sublicense such rights solely in connection with a license of rights to a related Pfizer product.

3.1.7 The Parties understand and agree that, notwithstanding any other provision hereof, for so long as Pfizer has rights to the relevant Compound(s) under Section 3.1.1, Arvinas shall not have the right to practice itself or through an Affiliate, or grant a license to any Third Party under, any Arvinas Patent Rights claiming Arvinas Information and Inventions that specifically or generically claim or Cover any such Compound or a method of use of such a Compound, except as expressly authorized by Pfizer in writing; provided that in the event that any such Arvinas Patent Rights Cover, but do not claim, such a Compound or a method of use of such a Compound, Arvinas shall not grant any license under its interest in such Arvinas Patent Rights to any Third Party without the prior written consent of Pfizer, such consent to not be unreasonably withheld or delayed, and such consent to not require disclosure by Arvinas of any Third Party confidential information.

3.1.8 Pfizer shall have the right to grant sublicenses under the licenses granted in this Section 3.1, subject to any express limitations provided above; provided that Pfizer shall remain liable for the performance of any such sublicensee.

3.1.9 Arvinas hereby grants to Pfizer a non-exclusive, worldwide, perpetual, irrevocable, fully paid-up license, with the right to grant sublicenses through one or more tiers of sublicensees, under any Arvinas Information and Inventions and any Patent Rights claiming Arvinas Information and Inventions, in each case to the extent that it relates to a derivative, modification of or improvement to a Pfizer Compound, or to a product other than a PROTAC containing such a Pfizer Compound or a derivative, modification of or improvement thereto, or the manufacture, use or formulation thereof, to make, have made, use, sell, offer for sale, and import such Pfizer Compounds or products other than PROTACs.

3.2 Option. For each Target, Arvinas hereby grants to Pfizer an Option to obtain the right to exercise a License with respect to such Target as follows:

3.2.1 Upon (i) completion of the [**] with respect to such Target, (ii) completion of any Additional Work agreed to in accordance with Section 5.2.1 during the Option Period following the [**] with respect to such Target, (iii) completion of an [**] with respect to such Target that was Initiated prior to Option Exercise for the relevant Target, or (iv) upon any earlier termination of the Research Program Term by Pfizer pursuant to Section 8.3.1, Arvinas shall suspend its activities under the Research Program and provide to Pfizer the Deliverables with respect to such Target and Additional Work or Stage, as applicable (or in the event of early termination of the Research Program Term by Pfizer

pursuant to Section 8.3.1, such of the Deliverables as are then available). The relevant Deliverables (and any Confidential Information contained or incorporated in such Deliverables to the extent such information does not fall within any exceptions under Section 4.2) shall remain the property and Confidential Information of Arvinas, and shall be used by Pfizer and its Related Parties for the sole purpose of evaluating whether or not to exercise the relevant Option, unless and until the Option to the relevant Target has been exercised. Unless and until the Option to the relevant Target has been exercised, Pfizer shall not sell, transfer or disclose any such Deliverables (and including any Confidential Information contained or incorporated in such Deliverables to the extent such information does not fall within any exceptions under Section 4.2) to any other Person other than a Related Party, without the prior written consent of Arvinas, which consent shall not be unreasonably withheld.

3.2.2 Arvinas hereby grants to Pfizer an exclusive option to obtain the right to exercise the License with respect to each Target ("**Option**"). Pfizer may exercise its Option for a particular Target, at its sole discretion, by notifying Arvinas' Alliance Manager in writing ("**Option Notice**") at any time prior to [**] following Pfizer's receipt of the Deliverables with respect to the Additional Work or the relevant Stage for such Target described in Section 3.2.1 (or in the event of early termination of the Research Term by Pfizer pursuant to Section 8.3.1, such of the Deliverables as are then available), subject to any earlier termination of this Agreement with respect to such Target in accordance with Article 8 ("**Option Period**"). Any such exercise of the Option by Pfizer pursuant to this Section 3.2.2 shall be deemed an "**Option Exercise**" for the relevant Target, effective as of the date of the relevant Option Notice. In the event that Additional Work with respect to the Exploratory Phase Stage is agreed by the Parties during an Option Period in accordance with Section 5.2.1 and no Option Exercise is made during such Option Period, there shall be an additional Option Period for such Target following completion of such Additional Work and Pfizer's receipt of all Deliverables with respect to such Additional Work, during which period Pfizer may exercise its Option as provided above. In the event that an Additional Stage with respect to a given Target is agreed by the Parties during an Option Period in accordance with Section 5.2.2 and no Option Exercise is made during such Option Period, there shall be an additional Option Period for such Target following completion of such Additional Stage and Pfizer's receipt of all Deliverables with respect to such Additional Stage, during which period Pfizer may exercise its Option by issuance of an Option Notice as provided above.

3.2.3 Upon receipt of an Option Notice for a particular Target in accordance with Section 3.2.2 above, (a) the Research Program for such Target shall terminate except for any relevant Additional Work or Additional Stage to be conducted thereafter as mutually agreed in accordance with Section 5.2, (b) in the event of Option Exercise following early termination of the Research Program Term by Pfizer pursuant to Section 8.3.1, any milestone payments under Sections 5.4.1 through 5.4.3 for portions of the Research Program that have not been Initiated under the Research Program with respect to such Target at such time shall no longer be due with respect to such Target, and (c) subject to its remaining payment obligations under Article 5, Pfizer may thereafter practice and exercise its rights under the License with respect to such Target as set forth under Section 3.1 above for the remainder of the Term of this Agreement as applicable to such Target.

3.2.4 In the event an Option Notice is not provided to Arvinas within the Option Period for a particular Target, and the Parties have not agreed to perform Additional Work for the relevant Target following the Exploratory Phase Stage in accordance with Section 5.2.1, and the Parties have not agreed to perform Additional Work for the relevant Target and Stage in accordance with Section 5.2.2, as applicable, the Research Program for such Target shall terminate upon expiration of such Option Period, and this Agreement shall be deemed terminated with respect to such Target in accordance with Section 8.2 (but without any [**] delay). Upon such termination, such Target shall no longer be designated as a "Target" hereunder, and all rights and obligations of the Parties under this Agreement with respect to such Target shall terminate except as expressly provided under Section 8.4.

3.3 **Non-Exclusive Research Licenses**. During the Research Program Term, Pfizer hereby grants to Arvinas a non-exclusive license in the Territory under the Pfizer Know-How, Pfizer Patent Rights and Pfizer Technology solely to the extent required for conducting the Research Program in accordance with the Research Plans. During the Research Program Term, Arvinas hereby grants to Pfizer a non-exclusive license in the Territory under the Arvinas Know-How and Arvinas Patent Rights and Arvinas Technology solely to the extent required for conducting the Research Program in accordance with the Research Plans. Such rights shall be personal and non-sublicensable except to permitted subcontractors as expressly set forth in Section 2.2.

3.4 **Direct License to Affiliates.** Pfizer may at any time request that Arvinas grant a license equivalent to the relevant License directly to an Affiliate of Pfizer by giving written notice designating to which Affiliate a direct license is to be granted. Upon receipt of any such notice, the Parties shall enter into and sign a separate direct license agreement with such designated Affiliate of Pfizer. All such direct license agreements shall be consistent with the terms and conditions of this Agreement, except for such modifications as may be required by the laws and regulations in the country in which the direct license will be exercised. The Parties further agree, as a condition to the grant of any such direct license, to make any amendments to this Agreement that are necessary to conform the combined terms of any such mutually agreed direct license agreements and this Agreement to the terms of this Agreement, as in effect at the relevant time, and to ensure that Arvinas does not incur any diminution of rights, losses, or expenses as a result of the issuance of any such direct licenses for which it is not made whole by Pfizer. In countries where the validity of such direct license agreements requires prior governmental approval or registration, such direct license agreements shall in no event become binding between the parties thereto until such approval or registration is granted, which approval or registration shall be obtained by Pfizer at Pfizer's sole expense.

3.5 **Target Substitution**. Subject to Section 2.3.6, at any time prior to the [**] with respect to a given Initial Target or its applicable Substitute Target, Pfizer may, through written notice to Arvinas, replace such Target as further provided below. In Pfizer's written notice, Pfizer will provide the Initial Target to be replaced and will propose a potential Substitute Target (the "**Target Substitution Notice**"). Arvinas will notify Pfizer in writing within [**] after the delivery of the Target Substitution Notice if the proposed Substitute Target is an Excluded Target. Otherwise, such proposed Substitute Target shall be deemed accepted by Arvinas. Provided that the proposed Substitute Target is accepted as provided above, such Substitute Target shall become a Target for all purposes under this Agreement and the replaced Initial Target or prior Substitute Target, as applicable, shall cease to be a Target for all purposes under this Agreement. [**] The Parties shall agree on the Research Plan for each Substitute Target that becomes a Target promptly following issuance of the relevant Target Substitution Notice, which Research Plan shall be substantially similar to the completed Research Plans attached to this Agreement as of the Effective Date, unless otherwise agreed in writing by the Parties.

3.6 **No Implied Licenses**. Except as specifically set forth in this Agreement, neither Party shall acquire any license or other intellectual property interest or other rights, by implication or otherwise, in any Information disclosed to it under this Agreement or under any patents or patent applications owned or controlled by the other Party or its Affiliates.

3.7 **Development and Commercialization.** Pfizer shall use Commercially Reasonable Efforts, at its own expense, to Develop and Commercialize at least one (1) Product directed to each Target in one Major Market Country. For each Target, within [**] following the end of each Calendar Year during the term of this Agreement and after the completion of the Research Program Term, and continuing until such time as payment of all potential milestone payments pursuant to Section 5.4 has been made with respect to such Target, Pfizer shall provide to Arvinas a written report which shall summarize Pfizer's efforts to Develop and Commercialize Compounds and Products directed to such Target during the foregoing Calendar Year. Pfizer agrees that Arvinas may provide a copy of such written reports to Yale University (with all reasonable redactions requested by Pfizer), subject to the protections afforded to Arvinas' "CONFIDENTIAL INFORMATION" under the Yale Agreement.

3.8 **Exceptions to Diligence Obligations**. Notwithstanding any provision of this Agreement to the contrary, Pfizer will be relieved of all Pfizer diligence obligations to the extent that:

[**]

3.9 **Deemed Satisfaction of Pfizer Diligence Obligations.** Without in any way expanding Pfizer's obligations under this Agreement, Pfizer's achievement of any milestone entitling Arvinas to receive a specific payment described in Section 5.4 will be deemed conclusive evidence that Pfizer has satisfied all Pfizer diligence obligations under this Agreement with respect to the relevant Target up to the date that such milestone is achieved. For the avoidance of doubt, the provisions of this Section 3.9 are intended only as examples of diligence constituting satisfaction of the Pfizer diligence obligations.

3.10 **Assertion of Pfizer Diligence Obligation Claims**. If Arvinas is or becomes aware of facts that might form a reasonable basis to allege that Pfizer has failed to meet any of its obligations under Section 3.7, or disputes an exception claimed by Pfizer with respect to those obligations pursuant to Section 3.8, then Arvinas will promptly notify Pfizer in writing of such potential alleged performance failure or dispute (each such potential alleged performance failure or dispute, a "**Diligence Issue**"). Promptly upon Pfizer's receipt of any notice of a Diligence Issue pursuant to this Section 3.10, the Parties shall first submit such Diligence Issue to the Committee for resolution, and if no resolution is reached within [**], then the Parties shall try to resolve the Diligence Issue pursuant to the dispute resolution provisions set forth in Section 10.7.

3.11 **Alliance Managers**.

3.11.1 **Appointment**. Each Party shall, by written notice to the other Party, appoint an employee who shall oversee interactions between the Parties for all matters related to this Agreement (each an **"Alliance Manager"**). Such persons shall endeavor to ensure clear and responsive communication between the Parties and the effective exchange of information, and may serve as a single point of contact for any matters arising under this Agreement. The Alliance Managers shall have the right to attend all Committee meetings as non-voting participants and may bring to the attention of the Committee any matters or issues either of them reasonably believes should be discussed, and shall have such other responsibilities as the Parties may mutually agree in writing. Either Party may designate a replacement Alliance Manager by notice in writing to the other Party.

3.11.2 **Responsibilities of the Alliance Managers**. The Alliance Managers shall have the responsibility of creating and maintaining a constructive work environment between the Parties during the Research Program Term, and a constructive communication pathway thereafter. Without limiting the generality of the foregoing, each Alliance Manager shall:

(a) identify and bring disputes and issues that may result in disputes (including any asserted occurrence of a material breach by a Party) to the attention of the Committee (for so long as it exists) or of the other Party's Alliance Manager thereafter in a timely manner, and function as the point of first referral in all matters of conflict resolution;

(b) provide a single point of communication for seeking consensus both internally within the Parties' respective organizations and between the Parties;

(c) plan and coordinate cooperative efforts, internal communications and external communications between the Parties with respect to this Agreement; and

(d) take responsibility for ensuring that meetings and the production of meeting agendas and minutes occur as set forth in this Agreement, and that relevant action items resulting from such meetings are appropriately carried out or otherwise addressed.

3.12 **Other Pfizer Programs**. Arvinas acknowledges and agrees that nothing in this Agreement will be construed as a representation, warranty, covenant or inference that Pfizer will not itself Develop, Manufacture or Commercialize or enter into business relationships with one or more of its Affiliates or Third Parties to Develop, Manufacture or Commercialize products, programs, technologies or processes that are similar to or that may compete with any product, program, technology or process covered by this Agreement, *provided that*, for clarity, Pfizer will not use Arvinas' Information or the Arvinas Know-How in breach of this Agreement. The Parties agree and acknowledge that nothing in this Agreement shall be deemed to prohibit the unintentional internal use by Pfizer personnel of Residual Information in connection with performance of research projects on behalf of Pfizer, where "**Residual Information**" means ideas, concepts, know-how, and techniques in non-tangible form retained in the unaided memory of persons who have had access to Information of Arvinas. A person's memory is only unaided if the person has not intentionally memorized the Information for the purpose of retaining and subsequently using or disclosing the relevant Information, and did not involve reference to tangible materials intended to assist recall of such Information. The Parties agree and acknowledge that Pfizer will have a right to use for any and all purposes any Excluded Information that is provided by Arvinas to Pfizer under this Agreement without the prior written consent of Pfizer, Pfizer's Alliance Manager or Pfizer's Committee representative.

ARTICLE 4 CONFIDENTIALITY AND PUBLICATION.

4.1 **Nondisclosure and Nonuse Obligation.** Each Party agrees that, for so long as this Agreement is in effect and for a period of [**] thereafter, a Party (the "**Receiving Party**") receiving Information of the other Party hereunder (the "**Disclosing Party**") (or that has received any such Information from the other Party prior to the Effective Date) shall (i) maintain in confidence

such Information using not less than the efforts such Receiving Party uses to maintain in confidence its own proprietary information of similar kind and value, and in no event less than reasonable efforts, (ii) not disclose such Information to any Affiliate or Third Party without the prior written consent of the Disclosing Party, except for disclosures expressly permitted below, and (iii) not use such Information for any purpose except those expressly permitted by this Agreement. For purposes of this Article 4, (a) all Arvinas Technology Improvements shall be treated as Information of Arvinas, (b) all Pfizer Technology shall be treated as Information of Pfizer, (c) for so long as Pfizer has a relevant exclusive license hereunder, Information on the structure and performance of Compounds meeting part (i) of the definition thereof shall be treated as Information of both Parties (i.e., each Party shall be deemed the Receiving Party with respect thereto), and (d) at all times, Information on the structure and performance of Compounds meeting part (ii) of the definition thereof shall be treated as Information of Pfizer.

4.2 **Exceptions.** The obligations under Section 4.1 shall not apply with respect to any portion of the Information that the Receiving Party can show by competent proof:

4.2.1 is known by the Receiving Party at the time of its receipt, and not through a prior disclosure by the Disclosing Party, as documented by the Receiving Party's business records;

4.2.2 is in the public domain by use or publication before its receipt from the Disclosing Party, or thereafter enters the public domain through no fault of the Receiving Party;

4.2.3 is subsequently disclosed to the Receiving Party on a non-confidential basis by a Third Party who may lawfully do so; or

4.2.4 is developed by the Receiving Party independently of Information received from the Disclosing Party, as documented by the receiving Party's business records.

4.3 **Authorized Disclosure**. To the extent (and only to the extent) that it is reasonably necessary or appropriate to fulfill its obligations or exercise its rights under this Agreement, the Receiving Party may disclose Information belonging to the Disclosing Party in the following instances:

4.3.1 if disclosed to governmental or other regulatory agencies in order to obtain patents or to gain or maintain approval to conduct Clinical Trials or to market Product, but such disclosure may be only to the extent reasonably necessary to obtain patents or authorizations in a manner consistent with rights granted under this Agreement;

4.3.2 if deemed necessary by Arvinas to be disclosed to (i) its Affiliates, agent(s), consultant(s), or other Third Parties for the conduct of the Research Program in accordance with the terms of this Agreement, (ii) to Yale University in connection with Arvinas' obligations and rights under the Yale Agreement, or (iii) as reasonably appropriate in connection with the exercise of the rights granted hereunder with respect to Arvinas Technology Improvements or Joint Information and Inventions, or if deemed necessary by Pfizer to be disclosed to its Related Parties, Affiliates, agent(s), consultant(s), or other Third Parties for the Development, Manufacturing Commercialization or use of Compound or Product (or for such entities to determine their interest in performing such activities) in accordance with the terms of this Agreement, in all cases on the condition that such Third Parties agree to be bound by confidentiality and non-use obligations that substantially are no less stringent than those confidentiality and

non-use provisions contained in this Agreement; provided, however, that the term of confidentiality for such Third Parties shall be no less than [**] and that the Receiving Party shall remain responsible for any failure by any Person who receives Information pursuant to this Article 4 to treat such Information as required under this Article 4;

4.3.3 if deemed necessary by counsel to the Receiving Party to be disclosed to such Party's attorneys, independent accountants or financial advisors for the sole purpose of enabling such attorneys, independent accountants or financial advisors to provide advice to the Receiving Party, on the condition that such attorneys, independent accountants and financial advisors agree to be bound by, or are bound by ethical rules to comply with, the confidentiality and non-use obligations contained in this Agreement; provided, however, that the term of confidentiality for such attorneys, independent accountants and financial advisors shall be no less than [**];

4.3.4 prosecuting or defending litigation; or

4.3.5 subject to Sections 4.4 and 4.5, complying with applicable Laws (including the rules and regulations of the Securities and Exchange Commission or any national securities exchange) and with judicial process, if in the reasonable opinion of the Receiving Party's counsel, such disclosure is necessary for such compliance.

Any combination of features or disclosures shall not be deemed to fall within the foregoing exclusions merely because individual features are published or available to the general public or in the rightful possession of the Receiving Party unless the combination itself and principle of operation are published or available to the general public or in the rightful possession of the Receiving Party. Information that is disclosed in accordance with this Section 4.3 shall remain otherwise subject to the confidentiality and non-use provisions of this Article 4 except to the extent that such permitted disclosure results in a public disclosure of such information (otherwise than by breach of this Agreement).

4.4 **Required Disclosure.** Where reasonably possible and subject to Section 4.5, if a Party is required by judicial or administrative process to disclose Information that is subject to the non-disclosure provisions of this Article 4, such Party shall promptly inform the other Party of the disclosure that is being sought in order to provide the other Party an opportunity to challenge or limit the disclosure obligations. The Party disclosing Information of the other Party pursuant to applicable Laws or court order shall take reasonable steps, including obtaining an order of confidentiality if possible, to ensure the continued confidential treatment of such Information. The Receiving Party shall furnish only that portion of the Information which it is advised by counsel is legally required whether or not a protective order or other similar order is obtained. Information that is disclosed in accordance with this Section 4.4 shall remain otherwise subject to the confidentiality and non-use provisions of this Article 4 except to the extent that such permitted disclosure results in a public disclosure of such information (otherwise than by breach of this Agreement).

4.5 **Securities Filings**. In the event either Party proposes to file with the Securities and Exchange Commission, or the securities regulators of any state or other jurisdiction, a registration statement or any other disclosure document which describes or refers to this Agreement under the Securities Act of 1933, as amended, the Securities Exchange Act, of 1934, as amended, or any other applicable securities Laws, the Party shall notify the other Party of such intention and shall provide such other Party with a copy of relevant portions of the proposed filing not less

than [**] prior to such filing (and any revisions to such portions of the proposed filing a reasonable time prior to the filing thereof), including any exhibits thereto relating to the Agreement, and shall use reasonable efforts to obtain confidential treatment of any information concerning the Agreement that such other Party requests be kept confidential, and shall only disclose Information which it is advised by counsel is legally required to be disclosed. No such notice shall be required under this Section 4.5 if the substance of the description of or reference to this Agreement contained in the proposed filing has been included in any previous filing made by either Party hereunder in accordance with this Section or the disclosure has otherwise been approved by the other Party.

4.6 **Terms of Agreement**. The existence and the terms and conditions of the Agreement that the Parties have not specifically agreed to disclose pursuant to Section 4.5 or 4.8 shall be considered Information of both Parties. Either Party may disclose such terms to a *bona fide* investor, investment banker, acquiror, merger partner or other potential financial partner, and their attorneys and agents, provided that each such Person to whom such information is to be disclosed is informed of the confidential nature of such information and has entered into a written agreement with the Party requiring such Person to keep such information confidential.

4.7 **Publication.**

4.7.1 **By Arvinas**. Arvinas shall have no right to publish any results of the Research Program without the prior written consent of Pfizer, provided that no such consent shall be required with respect to any publication of Arvinas Technology Improvements that does not include any Information of Pfizer. Pfizer acknowledges Arvinas' desire to use genericized results included within the Arvinas Information and Inventions to promote interest in and use of the Arvinas Technology and will discuss in good faith the possible permitted disclosure of such information.

4.7.2 **By Pfizer**. Pfizer shall have the right to make publications relating to the Research Program, Compounds and Products solely to the extent relating to a Compound or Product for which Pfizer has exercised its Option hereunder, provided that Pfizer does not publish Arvinas Know-How relating to the Arvinas Technology or the Arvinas Technology Improvements without Arvinas' prior consent, which shall not be unreasonably withheld or delayed. Once any such abstract or manuscript is accepted for publication, Pfizer shall use reasonable efforts to provide Arvinas with a copy of the final version of the manuscript or abstract.

4.7.3 **General**. For clarification, this Section 4.7 shall not apply with respect to the use and disclosure of Information as specifically provided for in other Sections of this Article 4 (*i.e.*, a disclosure expressly permitted and made in accordance with another Section of this Article 4 shall not be subject to this Section 4.7). In addition, the Parties agree that it shall not be unreasonable for either Party to withhold its consent to any disclosure as provided above in order to ensure that there is sufficient opportunity to file patent applications on relevant Inventions in accordance with the provisions of Section 7.2 or 7.3 prior to any such disclosure.

4.8 **Publicity/Use of Names.** Neither Party shall use the name, trademark, trade name or logo of the other Party, its Affiliates or their respective employee(s) in any publicity, promotion, news release or disclosure relating to this Agreement or its subject matter, without the prior express written permission of the other Party, except for those disclosures expressly authorized under

this Article 4. Following execution of this Agreement, either Party may issue a press release announcing the existence of this Agreement in form and substance agreed to in writing by both Parties, such agreement to not be unreasonably withheld or delayed. Each Party agrees not to issue any other press release or other public statement disclosing other information relating to this Agreement or the transactions contemplated hereby without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided that Arvinas agrees that it shall be deemed reasonable for Pfizer to withhold its consent for the disclosure of any information related to a Target or a specific Compound or the amount of any payment made or to be made under this Agreement; and provided further that any disclosure which is required by Law or the rules of a securities exchange, as reasonably advised by the disclosing Party's counsel, may be made subject to the following. Each Party agrees to provide to the other Party a copy of any public announcement regarding this Agreement or the subject matter thereof as soon as reasonably practicable under the circumstances prior to its scheduled release. Except under extraordinary circumstances or to the extent any such advance notice or notice period is not consistent with applicable Law, each Party shall provide the other with an advance copy of any such announcement at least [**] prior to its scheduled release. Each Party shall have the right to expeditiously review and recommend changes to any such announcement and, except as otherwise required by Law, the Party whose announcement has been reviewed shall remove any information the reviewing Party reasonably deems to be inappropriate for disclosure. The contents of any announcement or similar publicity which has been reviewed and approved by the reviewing Party can be re-released by either Party without a requirement for re-approval. In addition, except to the extent required by Laws in connection with patent enforcement activities conducted in accordance with Article 7, Pfizer shall not use the name "Yale" or "Yale University," nor any variation or adaptation thereof, nor any trademark, trade name or other designation owned by Yale University, nor the names of any of its trustees, officers, faculty, students, employees or agents, for any purpose without the prior written consent of Yale University in each instance, such consent to be granted or withheld by Yale University in its sole discretion, except that Pfizer may state that it has sublicensed from Yale University one or more of the patents or applications comprising the Yale Licensed Patents.

4.9 **Injunctive Relief**. The Parties hereto understand and agree that remedies at law may be inadequate to protect against any breach of any of the provisions of this Article 4 by either Party or their employees, agents, officers or directors or any other Person acting in concert with it or on its behalf. Accordingly and notwithstanding Section 10.7, each Party shall be entitled to seek injunctive relief by a court of competent jurisdiction against any action that constitutes any such breach of this Article 4.

ARTICLE 5 PAYMENTS; ROYALTIES AND REPORTS

5.1 **Upfront Fee.** In consideration for the Target Exclusivity granted by Arvinas pursuant to Section 2.10, Arvinas' obligations hereunder, and the licenses granted herein under the Arvinas Patent Rights and Arvinas Know-How and Arvinas' rights in the Joint Patent Rights, upon the terms and conditions contained herein, Pfizer shall pay Arvinas Twenty-Five Million Dollars (US$25,000,000), due and payable within [**] following Pfizer's receipt of the invoice therefor but in no event prior to [**].

5.2 Additional Research Program Activities.

5.2.1 In the event that, following delivery of the relevant Deliverables as set forth in the Research Plan for a given Target and Stage, up to and including the Exploratory Phase Stage, Pfizer desires to have Arvinas pursue additional work before progressing to the next Stage or before exercising its Option, the Parties shall discuss in good faith such additional work and negotiate a revised Research Plan, including relevant Deliverables, and budget therefor ("**Budget**"). If the Parties agree on such amended Research Plan and Budget in writing and within the relevant Election Period (or Option Period with respect to Additional Work following the Exploratory Phase Stage), such agreement to not be unreasonably withheld by Arvinas if such Additional Work would occur prior to the Initiation of the Exploratory Phase Stage of the applicable Research Plan, Arvinas shall be obligated to perform such additional work ("**Additional Work**"), and Pfizer shall pay for such activities in accordance with the relevant Budget and mutually agreed payment terms.

5.2.2 In the event that, following completion of the [**], and any related Additional Work agreed pursuant to Section 5.2.1 for a given Target, Pfizer desires to have Arvinas pursue additional work as part of the Research Program with respect to such Target and involving work related to lead optimization ("**Lead Optimization Efforts**"), whether such activities are to occur before or after exercising the relevant Option, the Parties shall upon request of Pfizer discuss in good faith such additional work and negotiate a revised Research Plan, including relevant Deliverables and Budget. If the Parties agree on such amended Research Plan and Budget in writing and within the relevant Option Period, Arvinas shall be obligated to perform such additional work as an Additional Stage under the Research Program, and Pfizer shall pay for such activities in accordance with the relevant Budget and mutually agreed payment terms.

5.3 Option Payment. For each Target (including for clarity each Initial Target and each Substitute Target, as applicable), in the event Pfizer exercises its Option with respect to such Target in accordance with the provisions of Section 3.2, Pfizer shall pay to Arvinas upon Option Exercise (i) [**] if such Option Exercise occurs before [**] for such Target, including if such Option Exercise occurs and no such Lead Optimization Efforts are to be conducted hereunder, or (ii) [**] Dollars (US$[**]) if such Option Exercise occurs after [**] for such Target. Payment for any such amount shall be made within [**] of Pfizer's receipt of a corresponding invoice from Arvinas that is issued in accordance with Section 5.8.

5.4 Milestone Payments. For each Target (including for clarity each Initial Target and each Substitute Target, as applicable), subject to the terms and conditions of this Agreement, Pfizer shall pay to Arvinas the following milestone payments if and when achieved for such Target. Such milestone payments shall be payable by Pfizer to Arvinas, one time only per Target, after the first achievement of each of the specified milestone events by Arvinas or by Pfizer or its Related Parties, as applicable, for each relevant Target and related Compound or Product, as applicable, to reach the specified milestone event. In connection with Sections 5.4.4 through 5.4.9 below, Pfizer shall provide written notice to Arvinas of the achievement of each such milestone event within [**] of achievement thereof, indicating the relevant Product and Target. In connection with Sections 5.4.10 through 5.4.12 below, Pfizer shall provide written notice to Arvinas of the achievement of each such milestone event within [**] of the close of the relevant Pfizer Quarter in which such event occurred, indicating the relevant Product and Target. Payment for any such amount shall be made within [**] of Pfizer's receipt of a corresponding invoice from Arvinas that is issued in accordance with Section 5.8.

[**]

Each of the foregoing milestone payments shall be payable only once per Target, upon the initial achievement of such milestone with respect to such Target, and no amounts shall be due hereunder for any subsequent or repeated achievement of such milestone with respect to such Target. Upon achievement of any milestone 5.4.5 or 5.4.6 and any of milestones 5.4.7, 5.4.8 or 5.4.9 for a Target without payment of any of the prior milestones 5.4.4 through 5.4.6 for such Target, such prior milestone payment(s) shall also become due if not already paid.

5.5 Royalties.

5.5.1 **Royalties Payable by Pfizer**. Subject to the terms and conditions of this Agreement, Pfizer shall pay Arvinas royalties, calculated on a Product-by-Product basis, as set forth in this Section 5.5. The Parties acknowledge that the royalty rates set forth below have been agreed with a Product for human use in mind and agree that in the event that Pfizer develops a Product that is sold for animal use, they will discuss in good faith a reduction of these royalty rates for such Products when sold for such use.

(a) Patent Royalties. Pfizer shall pay Arvinas royalties in an amount equal to the following percentage of Net Sales of the relevant Product by Pfizer or its Related Parties in the applicable Pfizer Year of the applicable Royalty Period, provided that the sale of such Product is Covered by a Valid Patent Claim in the country of sale:

(i) [**] percent ([**]%) of Net Sales in the Territory in each Pfizer Year up to and including [**] Dollars (US$[**]);

(ii) [**] percent ([**]%) of Net Sales in the Territory in each Pfizer Year for the portion of Net Sales exceeding [**] Dollars (US$[**]) up to and including [**] Dollars (US$[**]); and

(iii) [**] percent ([**]%) of Net Sales in the Territory in each Pfizer Year for the portion of Net Sales exceeding [**] Dollars (US$[**]).

(b) Know-How Royalty. In countries in which the sale of the relevant Product by Pfizer or its Related Parties is not Covered by a Valid Patent Claim in the country of sale, Pfizer shall pay Arvinas royalties as a percentage of Net Sales of the relevant Product by Pfizer or its Related Parties in the applicable Pfizer Year of the applicable Royalty Period at royalty rates that shall be set at [**] percent ([**]%) of the royalty rate applicable at the relevant time determined according to 5.5.1(a)(i) through (iii).

(c) Royalty Period. For clarity, royalty tiers pursuant to Section 5.5.1(a) shall be calculated based on aggregate Net Sales of each Product in the applicable Pfizer Year of the applicable Royalty Period. Royalties on each Product at the rates set forth above shall continue on a country-by-country basis until the expiration of the later of: (i) the last-to-expire Valid Patent Claim; or (ii) a period of [**] after First Commercial Sale of such Product in such country (the "**Royalty Period**"). Upon expiration of the Royalty Period with respect to any Product in any country, subject to fulfillment or all relevant royalty obligations hereunder. Pfizer shall have a fully paid-up, perpetual and irrevocable right to continue to make, use and sell such Product in such country.

(d) Conditions. All royalties are subject to the following conditions:

(i) that only one royalty shall be due with respect to the same unit of Product;

(ii) that no royalties shall be due upon the sale or other transfer among Pfizer or its Related Parties, but in such cases the royalty shall be due and calculated upon Pfizer's or its Related Party's Net Sales to the first independent Third Party;

(iii) no royalties shall accrue on the sale or other disposition of Products by Pfizer or its Related Parties for use in a Clinical Trial; and

(iv) no royalties shall accrue on the disposition of Products in reasonable quantities by Pfizer or its Related Parties as samples (promotion or otherwise) or as donations (for example, to non-profit institutions or government agencies for a non-commercial purpose).

5.5.2 Royalty Reductions.

(a) Compulsory Licenses. If a compulsory license is required to be granted by Pfizer to a Third Party with respect to any Product in any country in the Territory with a royalty rate payable to Pfizer with respect to sales of such Product that is lower than the effective royalty rate for such Product provided by Section 5.5.1, then the royalty rate to be paid by Pfizer on Net Sales in that country under Section 5.5.1 with respect to such Product shall be reduced to the rate paid by the compulsory licensee to Pfizer with respect to such Product.

(b) Third Party Licenses. In the event that one or more patent licenses from other Third Parties are required, or reasonably deemed necessary or useful, by, Pfizer or its Related Parties, as determined by Pfizer or its Related Parties in their sole discretion, in order to use or practice the Arvinas Technology or any Arvinas Technology Improvement to Develop, Manufacture, Commercialize, use or otherwise exploit any Compound or Product as permitted hereunder (hereinafter **"Third Party Patent Licenses**"), [**] percent ([**]%) of the consideration actually paid under such Third Party Patent Licenses by Pfizer or its Related Parties with respect to any such Compound or Product in a country with respect to any Pfizer Quarter shall be creditable against the royalty payments due Arvinas by Pfizer with respect to the sale of such Compound or Product in such country with respect to such Pfizer Quarter; provided, however, that in no event shall the rate of the royalties payable by Pfizer to Arvinas in accordance with Section 5.5.1 with respect to the sale of Compound or Product in a particular country be reduced pursuant to this Section 5.5.1(b) below [**] percent ([**]%).

(c) Limits. Notwithstanding any other provision of this Agreement, in no event shall the rate of the royalties payable by Pfizer to Arvinas in accordance with this Agreement with respect to the sale of any Compound or Product in a particular country during the Royalty Period be reduced below [**] percent.

5.6 **No Adjustment for Arvinas Third Party Agreements**. Arvinas shall be solely responsible for (i) all obligations (including any royalty, milestones or other obligations that relate to the Arvinas Know-How, Arvinas Patent Rights, Arvinas Technology or Arvinas Technology Improvements) under its agreements with Third Parties that are in effect as of the Effective Date or any agreement that Arvinas may enter into during the Term and (ii) all payments to inventors of Arvinas Know-How, Arvinas Patent Rights, Arvinas Technology or Arvinas Technology Improvements, including payments under inventorship compensation laws.

5.7 **Reports; Payment of Royalty.** During the term of this Agreement following the First Commercial Sale of a Product, Pfizer shall furnish to Arvinas a quarterly written report for each Pfizer Quarter showing, by Product and by country, the Net Sales of each Products subject to royalty payments sold by Pfizer and its Related Parties in the Territory during the reporting period and the royalties payable under this Agreement. Reports shall be due on the [**] following the end of each Pfizer Quarter. Royalties shown to have accrued by each royalty report shall be due and payable on the date such royalty report is due. Reports of any relevant withholding taxes shall be made in accordance with Section 5.11.

5.8 **Invoicing; Method of Payment.** Invoices must include the appropriate Pfizer Purchase Order (PO) number, reference to this Agreement and type of payment due, itemized description of work completed if applicable, amount owed, and name and address to which the payment is to be sent. All invoices shall be clearly marked "INVOICE" and delivered by email to [**] with a copy to [**]. Should Pfizer dispute in good faith the nature or basis of any charges contained in any invoice submitted by Arvinas hereunder, Pfizer shall promptly provide written notice to Arvinas setting forth the reason for the dispute, which the Parties shall attempt to resolve in good faith in accordance with Section 10.7. The obligation to make payment of any amount disputed in good faith as set forth above shall be suspended until the Parties resolve such dispute, provided that such good faith resolution efforts are continuing. Payment by Pfizer shall not result in a waiver of any of its rights under this Agreement. Each payment hereunder shall be made by electronic transfer in immediately available funds via either back wire transfer, an ACH (automated clearing house) mechanism or any other means of electronic funds transfer, at Pfizer's election, to the bank account as set forth below or as designated by Arvinas in writing to Pfizer at least [**] before the payment is due:

Bank Name:	[**]
Beneficiary Account Number:	[**]
Beneficiary Account Name:	[**]
International SWIFT BIC:	[**]
ABA/Routing Number:	[**]

5.9 **Audits.**

5.9.1 Pfizer shall keep, and shall require its Related Parties to keep, complete and accurate records in sufficient detail to enable the amounts payable hereunder to be determined. Upon [**] written request of Arvinas and not more than [**], Pfizer and its Related Parties shall permit an independent certified public accounting firm of nationally recognized standing selected by Arvinas and reasonably acceptable to Pfizer, at Arvinas' expense, to have access during normal business hours to such of the records of Pfizer and

its Related Parties as may be reasonably necessary to verify the accuracy of the reports and notices under this Article 5 for any Calendar Year ending not more than [**] prior to the date of such request. The accounting firm shall disclose to Arvinas only whether the reports are correct or incorrect, and whether any milestone event notifications have not been properly made, and the amount of any discrepancy. No other information shall be provided to Arvinas.

5.9.2 If such accounting firm correctly identifies a discrepancy made during such period, Pfizer shall pay to Arvinas the amount of any underpayment discrepancy within [**] of the date Arvinas delivers to Pfizer such accounting firm's written report so correctly concluding, or as otherwise agreed upon by the Parties. The fees charged by such accounting firm shall be paid by Arvinas; provided, however, that if such audit uncovers an underpayment of royalties by Pfizer that exceeds [**] percent ([**]%) of the total royalties owed for the relevant period, then the fees of such accounting firm shall be paid by Pfizer. If such accounting firm concludes that Pfizer overpaid royalties to Arvinas, then Arvinas will refund such overpayments to Pfizer, within [**] of the date Arvinas receives such accountant's report or, if such overpayment is more than [**] dollars, then Arvinas and Pfizer shall mutually agree on mechanism for such refund, which mechanism may include a credit against any future payment by Pfizer to Arvinas or a repayment schedule.

5.9.3 Pfizer shall include in each sublicense granted by it pursuant to this Agreement a provision requiring the sublicensee to make reports to Pfizer, to keep and maintain records of sales made pursuant to such sublicense and to grant access to such records by Arvinas' independent accountant to the same extent required of Pfizer under this Agreement.

5.9.4 Upon the expiration of [**] following the end of any Pfizer Year, the calculation of royalties payable with respect to such Pfizer Year shall be binding and conclusive upon Arvinas, and Pfizer and its Related Parties shall be released from any liability or accountability with respect to royalties for such Pfizer Year.

5.9.5 Arvinas shall treat all financial information subject to review under this Section 5.9 or under any relevant sublicense agreement in accordance with the confidentiality and non-use provisions of this Agreement, and shall cause its accounting firm to enter into an acceptable confidentiality agreement with Pfizer or its Related Parties obligating it to retain all such information in confidence pursuant to such confidentiality agreement.

5.10 **Payment Exchange Rate.** All payments to be made by Pfizer to Arvinas under this Agreement shall be made in United States dollars and may be paid by check made to the order of Arvinas or bank wire transfer in immediately available funds to such bank account in the United States as may be designated in writing by Arvinas from time to time. In the case of sales outside the United States, the rate of exchange to be used in computing the monthly amount of currency equivalent in United States dollars due Arvinas shall be made at the monthly rate of exchange utilized by Pfizer in its worldwide accounting system.

5.11 **Taxes.** Arvinas shall be liable for any and all taxes, duties and other levies applied by a government of any country of the Territory on those payments that are made by Pfizer to Arvinas under this Agreement.

5.11.1 **Withholding Taxes**. In the event that any payments due to Arvinas are subject to withholding tax required by applicable Law to be paid to the taxing authority of any foreign country, Pfizer may deduct the amount of such tax from the applicable payment otherwise payable to Arvinas. In such event, Pfizer shall, on a timely basis, notify Arvinas of such obligation, pay the taxes to the proper taxing authority and send evidence of the obligation together with proof of payment thereof to Arvinas following that payment.

5.11.2 **Value Added Tax ("VAT").** It is understood and agreed between the Parties that any payments made under this Agreement are exclusive of any value added or similar tax ("VAT"), which shall be added thereon as applicable. Where VAT is properly added to a payment made under this Agreement, the party making the payment will pay the amount of VAT only on receipt of a valid tax invoice issued in accordance with the laws and regulations of the country in which the VAT is chargeable.

Notwithstanding anything in this Agreement to the contrary, (i) if an action (including but not limited to any assignment or sublicense of its rights or obligations under this Agreement, or any failure to comply with applicable Laws or filing or record retention requirements) by either Party leads to the imposition of withholding tax liability or VAT on the other Party that would not have been imposed in the absence of such action or in an increase in such liability above the liability that would have been imposed in the absence of such action, then the sum payable by that Party (in respect of which such deduction or withholding is required to be made) shall be increased to the extent necessary to ensure that the other Party receives a sum equal to the sum which it would have received had no such action occurred, (ii) otherwise, the sum payable by that Party (in respect of which such deduction or withholding is required to be made) shall be made to the other Party after deduction of the amount required to be so deducted or withheld, which deducted or withheld amount shall be remitted in accordance with applicable law.

5.12 **Tax Cooperation.** To the extent that the Party making a payment is required to deduct and withhold taxes on any payments under this Agreement, the Party making such payment shall pay the amounts of such taxes to the proper Governmental Authority in a timely manner and promptly transmit to the payee an official tax certificate or other evidence of such withholding sufficient to enable the payee to claim such payments of taxes. The payee shall provide any tax forms to the Party making such payment that may be reasonably necessary in order for such Party not to withhold tax or to withhold tax at a reduced rate under an applicable bilateral income tax treaty. The payee shall use reasonable efforts to provide any such tax forms to the Party making the payment at least [**] prior to the due date for any payments for which the payee desires that the Party making the payment apply a reduced withholding rate. Each Party shall provide the other with reasonable assistance to enable the recovery, as permitted by Law, of withholding taxes, VAT, or similar obligations resulting from payments made under this Agreement, such recovery to be for the benefit of the Party bearing such withholding tax or VAT.

5.13 **Blocked Currency**. If by applicable Law or fiscal policy of a particular country, conversion into United States dollars or transfer of funds of a convertible currency to the United States is restricted or forbidden, royalties accrued in that country shall be paid to Arvinas in the country in local currency by deposit in a local bank designated by Arvinas, unless the Parties otherwise agree.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of Each Party. Each Party represents and warrants to the other Party that, as of the Effective Date:

6.1.1 it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization;

6.1.2 it has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder;

6.1.3 this Agreement has been duly executed by it and is legally binding upon it, enforceable in accordance with its terms; and

6.1.4 the execution, delivery and performance of this agreement by such Party and its compliance with the provisions hereof does not and will not conflict with or result in any breach or default under any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

6.2 Arvinas Representations and Warranties. Arvinas represents and warrants to Pfizer that, as of the Effective Date:

6.2.1 Schedule 1.10 sets forth a true and complete list of all Arvinas Patent Rights Controlled by Arvinas or any of its Affiliates that relate to the Arvinas Technology;

6.2.2 to Arvinas' knowledge, [**] the Arvinas Patent Rights exist and are not invalid or unenforceable, in whole or in part and, as of the Effective Date, no Third Party (a) is infringing any Arvinas Patent Right or (b) has challenged or threatened to challenge the inventorship, ownership, Arvinas' right to use, scope, validity or enforceability of any Arvinas Patent Right (including by way of example, through the institution of interference, derivation, post-grant review, opposition, nullity or similar invalidity proceeding before the United States Patent and Trademark Office or any analogous foreign governmental authority);

6.2.3 it has the full right, power and authority to grant the licenses granted under Article 3 and it has not previously assigned, transferred, conveyed or otherwise encumbered its right, title and interest in Arvinas Patent Rights or Arvinas Know-How in any manner that conflicts with the rights granted to Pfizer hereunder;

6.2.4 it has complied with all applicable Laws, including any disclosure requirements, in connection with filing, prosecution and maintenance of the Arvinas Patent Rights;

6.2.5 it has obtained from all inventors of Arvinas Patent Rights and Arvinas Know-How owned by Arvinas, existing as of the Effective Date, valid and enforceable agreements assigning to Arvinas each such inventor's right title and interest in and to all such Arvinas Patent Rights and Arvinas Know-How;

6.2.6 to Arvinas' knowledge, it is the sole and exclusive owner or licensee (from its licensor) of the Arvinas Patent Rights and Arvinas Know-How, all of which are (and shall be, in the case of Arvinas Information and Inventions) free and clear of any liens, charges and encumbrances, except for liens, charges and encumbrances imposed under that certain (a) Loan Agreement by Connecticut Innovations, Incorporated ("CII") and Arvinas dated as of August 20, 2013 and that certain Security Agreement between CII and Arvinas dated as of August 20, 2013 that was entered into in connection with such Loan Agreement and (b) Assistance Agreement by and between the State of Connecticut acting by the Department of Economic and Community Development (the "DECD") and Arvinas dated January 24, 2014 and that certain Security Agreement by and between Arvinas and the DECD dated as of January 24, 2014 that was entered into in connection with such Assistance Agreement;

6.2.7 to Arvinas' knowledge, the exercise of the licenses granted to Pfizer under the Arvinas Patent Rights and Arvinas Know-How, including the Development, Manufacture, use, and Commercialization of Compounds and Products, will not interfere with or infringe any intellectual property rights owned or possessed by any Third Party; and

6.2.8 there are no (a) claims, demands, suits, proceedings, arbitrations, inquiries, investigations or other legal actions of any nature, civil, criminal, regulatory or otherwise, pending or to the best knowledge of Arvinas, threatened against Arvinas or (b) judgments or settlements against or owed by Arvinas, for (a) and (b), relating to the Arvinas Patent Rights and Arvinas Know-How.

ARTICLE 7 PATENT PROVISIONS

7.1 **Inventorship and Ownership**. The Parties agree that the United States federal patent law on inventorship shall determine the inventorship of any invention and the names of the inventors on any patent filings, whether sole or joint inventions, which arise in connection with activities conducted pursuant to this Agreement. Ownership of Inventions made in the course of performance of this Agreement shall be as set forth in Section 2.7 and this Section 7.1 below.

7.1.1 **Arvinas Technology**. Arvinas shall own (or control through licenses from Third Parties) all Arvinas Technology existing as of the Effective Date, and all other Patent Rights and Technology of Arvinas, whether existing as of the Effective Date or identified or developed during the term of this Agreement or thereafter, that are developed independently by Arvinas outside the scope of the Research Program, even if used to support the aims of the Research Program (e.g., generation of new connectors). Nothing in this Agreement shall be deemed to grant Pfizer any rights to own, use or access any Arvinas Technology or other Patent Rights or Technology of Arvinas other than as expressly provided herein.

7.1.2 **Arvinas Technology Improvements**. As provided in Section 2.7.4, but subject to the exception set forth in Section 7.2.2(e), Arvinas shall solely own all Arvinas Technology Improvements and shall own all Patent Rights filed thereon. Nothing in this Agreement shall be deemed to grant Pfizer any rights to own, use or access any Arvinas Technology Improvements or related Patent Rights other than as expressly provided herein. Arvinas' rights to use Arvinas Technology Improvements shall be subject to Sections 2.10, 3.1.5 and 7.2.2(e) and any licenses expressly granted to Pfizer pursuant to Article 3.

7.1.3 **Pfizer Technology**. Pfizer shall own (or control through licenses from Third Parties) all Pfizer Technology existing as of the Effective Date, and all other Patent Rights and Technology of Pfizer, whether existing as of the Effective Date or identified or developed during the term of this Agreement or thereafter, that are developed independently by Pfizer outside the scope of the Research Program, even if used to support the aims of the Research Program. Nothing in this Agreement shall be deemed to grant Arvinas any rights to own, use or access any Pfizer Technology or other Patent Rights or Technology of Pfizer other than as expressly provided herein.

7.1.4 **Pfizer Compounds**. With respect to Pfizer Compounds within Pfizer Technology and other Pfizer Compounds that are derivatives, modifications or improvements thereof made by or on behalf of either Party in the course of performance of the Research Program [**], Pfizer shall retain all right, title and interest in and to such Pfizer Compounds subject to the terms of Section 3.1.9 with respect to any derivative, modification of or improvement to Pfizer Compounds solely invented by Arvinas. Nothing in this Agreement shall be deemed to grant Arvinas any rights to own, use or access any Pfizer Compounds other than as expressly provided herein.

7.1.5 **Employee/Representative Assignments**. Each Party shall maintain valid and enforceable agreements obligating all employees or representatives performing activities under or contemplated by this Agreement, to assign his/her interest in any invention conceived or reduced to practice in the course of such activities to the Party for which such employee or representative is providing his/her services. Each Party agrees to execute such documents, render such assistance, and take such other action as the other Party may reasonably request, to apply for, register, perfect, confirm, and protect the other Party's rights in any Technology arising in the course of performance of this Agreement to be owned by the other Party pursuant to this Section 7.1.

7.2 Filing, Prosecution and Maintenance of Patents.

7.2.1 **Filing, Prosecution and Maintenance of Patent Rights claiming Arvinas Technology and Arvinas Technology Improvements**. As between Pfizer and Arvinas, Arvinas shall be responsible for the preparation, filing, prosecution (including any interferences, reissue proceedings and reexaminations) and maintenance of Patent Rights claiming Arvinas Technology or Arvinas Technology Improvements, and Arvinas shall be responsible for all costs incurred by Arvinas with respect to such preparation, filing, prosecution and maintenance. Arvinas shall appropriately consult with Pfizer with respect to any such filing, prosecution or maintenance to the extent relevant to Compounds or Products exclusively licensed by Pfizer under this Agreement.

7.2.2 **Filing, Prosecution and Maintenance of Patent Rights claiming Other Research Program Inventions**.

(a) **Arvinas Information and Inventions**. Arvinas shall consult with Pfizer on the patent filing strategy for Arvinas Information and Inventions as reasonably requested by Pfizer so that Pfizer has the opportunity to coordinate its filing strategy for Pfizer Information and Inventions and Joint Information and Inventions. Arvinas agrees to file, prosecute or have prosecuted and maintain Patent Rights in the Territory claiming Arvinas Information and Inventions, including Compounds or Products following Pfizer's Option Exercise, ("**Arvinas**

Program Patent Rights"), at its own expense, following consultation with Pfizer as described above. If Arvinas elects not to file Arvinas Program Patent Rights in any country in the Territory or elects to file such patent applications in some but not all countries in the Territory, Arvinas shall notify Pfizer and Pfizer shall have the right to file such patent applications within Arvinas Program Patent Rights in any or all countries in the Territory in which Arvinas has elected not to file such patent applications in Arvinas' name and at Pfizer's expense, subject to Section 7.2.2(c).

(b) **Joint Information and Inventions**. With respect to Joint Information and Inventions, Pfizer shall have the first right to file, control prosecution of and maintain patent applications within the Joint Patent Rights in the joint names of the Parties, at its own expense. Pfizer may elect not to file, prosecute or maintain any such patent applications in any country in the Territory and if so, Pfizer shall notify Arvinas and Arvinas shall have the right to file, prosecute and maintain such patent applications in the joint names of the Parties, at Arvinas' own expense in any or all countries in the Territory in which Pfizer has elected not to file, prosecute or maintain such patent applications, subject to Section 7.2.2(c).

(c) **Consultation**. In each case with respect to Arvinas Program Patent Rights and Joint Patent Rights, the filing or prosecuting Party, as relevant ("**Filing Party**") shall give the other Party an opportunity to review the text of any application before filing, shall consult with the non-Filing Party with respect thereto, and shall supply the non-Filing Party with a copy of the application as filed, together with notice of its filing date and serial number. The Filing Party shall keep the non-Filing Party advised of the status of the actual and prospective patent filings and, upon the non-Filing Party's request, shall provide advance copies of any papers related to the filing, prosecution and maintenance of such patent filings. The Filing Party shall regularly provide the other Party with copies of all material submissions and correspondence with the patent offices, in sufficient time to allow for review and comment by the non-Filing Party. The Filing Party will provide the non-Filing Party and its patent counsel with an opportunity to consult with the Filing Party and its patent counsel regarding the filing and contents of patent applications, amendments, submissions or responses, and the advice and suggestions of the non-Filing Party and its patent counsel shall be taken into consideration in good faith by the Filing Party and its patent counsel. Each Filing Party shall pursue in good faith all reasonable claims and arguments requested by the non-Filing Party in the prosecution of any Arvinas Program Patent Rights or Joint Patent Rights. Each Party agrees to execute and deliver, at the reasonable request and sole expense of the Filing Party all papers, instruments and assignments, and to perform any other reasonable acts as the Filing Party may require, in order for such Party to pursue relevant patent applications in accordance with this Section 7.2.2. Each Party shall promptly give notice to the other Party of the grant, lapse, revocation, surrender, invalidation or abandonment of any Patent Rights for which such Party is responsible under this Section 7.2.2 for filing, prosecution and maintenance. With respect to all filings hereunder, the Filing Party (as of the relevant time such cost or expense is incurred) shall be responsible for payment of all costs and expenses related to such filings.

(d) **Option of Pfizer to Prosecute and Maintain Arvinas Program Patent Rights**. Arvinas shall give notice to Pfizer of any desire to cease prosecution or maintenance of any of the Arvinas Program Patent Rights in any country in the Territory and, in such case, shall permit Pfizer, in its sole discretion, to continue prosecution or maintenance of such Arvinas Program Patent Rights in any or all countries in the Territory in which Arvinas has elected not to prosecute or maintain such patent applications at Pfizer's own expense and in the name of Arvinas, subject to Section 7.2.2(c).

(e) **Procedures**. Notwithstanding any other provision hereof, each Party shall use all reasonable efforts to, in activities conducted in accordance with this Section 7.2, file Patent Rights claiming Inventions in such a manner as to ensure that Compounds and uses of Compounds are not claimed in the same patent applications as those claiming either Inventions within Arvinas Technology Improvements or Inventions that are applicable to PROTACs in general. In the event that either Party reasonably believes that it cannot file such claims in separate filings, such Party shall consult with the other Party regarding such matter and cooperate in good faith with such other Party to effect a solution regarding ownership of and rights to any relevant Patent Rights claiming such mixed Inventions consistent with the intent of the other relevant provisions of this Agreement. In situations where, subject to compliance with the foregoing requirements, a patent application of mixed Inventions claims Arvinas Technology Improvements and other Inventions, and Pfizer is the sole owner or joint owner of such other Inventions claimed in such application (a "**Mixed Application**"), the Parties shall jointly own any such Mixed Application. Pfizer hereby grants to Arvinas an exclusive (even as to Pfizer but subject to the rights expressly granted to Pfizer in Section 3.1), worldwide, perpetual, fully-paid license, with the right to sublicense, under such Mixed Applications to practice any Arvinas Technology Improvements specifically or generically claimed therein for Arvinas' internal programs or in connection with programs conducted by or on behalf of Third Parties who license Arvinas' protein degradation technology, but in all cases not with respect to any Target that is included under an exclusive license granted under this Agreement at the relevant time. For clarity, such license is exclusive only with respect to Arvinas Technology Improvements. Arvinas hereby grants to Pfizer an exclusive (even as to Arvinas), worldwide, perpetual, fully-paid license, with the right to sublicense, under such Mixed Applications to practice any Inventions specifically or generically claimed therein that are Pfizer Information and Inventions and the Parties shall have rights as provided in Section 2.7 with respect to all Joint Information and Inventions claimed or Covered therein. Filing, prosecution, enforcement and defense of any such Mixed Applications shall be performed in accordance with Sections 7.2.2(b) and 7.5 as for Joint Information and Inventions and Joint Patent Rights.

(f) **Reallocation of Responsibilities**. Upon request of Pfizer, the Parties shall negotiate in good faith an amendment to this Agreement and this Article 7 allowing Pfizer to have first right to control, at Pfizer's expense, the filing, prosecution, maintenance, enforcement and defense of Arvinas Program Patent Rights to the extent specifically or generically claiming Compounds or Products exclusively licensed to Pfizer hereunder.

7.3 **Pfizer Patent Rights**. Pfizer shall have the exclusive right, at its sole expense, to file, prosecute and maintain any and all Pfizer Patent Rights. Pfizer shall also have the sole and exclusive right to enforce and defend the Pfizer Patent Rights, including without limitation any interference, opposition, reissue or reexamination proceeding relating to Pfizer Patent Rights and any infringement of Pfizer Patent Rights.

7.4 **Interference, Opposition, Reexamination and Reissue.**

7.4.1 Arvinas shall, within [**] of any of its executive officers learning of such event, inform Pfizer of any request for, or filing or declaration of, any interference, opposition, reissue or reexamination relating to Arvinas Patent Rights which cover the Development or Commercialization of any Compound or Product exclusively licensed by Pfizer hereunder or Joint Patent Rights. Pfizer shall, within [**] of any of its executive officers learning of such event, inform Arvinas of any request for, or filing or declaration of, any interference, opposition, reissue or reexamination relating to Arvinas Patent Rights which cover the Development or Commercialization of any Compound or Product exclusively licensed by Pfizer hereunder or Joint Patent Rights. Pfizer and Arvinas shall thereafter consult and cooperate fully to determine a course of action with respect to any such proceeding. Pfizer shall have the right to review and approve any submission to be made in connection with such proceeding.

7.4.2 Arvinas shall not initiate any reexamination, interference or reissue proceeding relating to Arvinas Patent Rights covering the Development or Commercialization of any Compound or Product exclusively licensed by Pfizer hereunder or Joint Patent Rights without the prior written consent of Pfizer, which consent shall not be unreasonably withheld or delayed. Pfizer shall not initiate any reexamination, interference or reissue proceeding relating to Arvinas Patent Rights covering the Development or Commercialization of any Compound or Product exclusively licensed by Pfizer hereunder or Joint Patent Rights without the prior written consent of Arvinas, which consent shall not be unreasonably withheld or delayed.

7.4.3 In connection with any interference, opposition, reissue, or reexamination proceeding relating to Arvinas Patent Rights or Joint Patent Rights, Pfizer and Arvinas will cooperate fully and will provide each other with any information or assistance that either may reasonably request. For Arvinas Patent Rights covering the Development or Commercialization of any Compound or Product exclusively licensed by Pfizer hereunder or Joint Patent Rights, the responsible Party shall keep the other Party informed of developments in any such action or proceeding, including, to the extent permissible by applicable Laws, consultation and approval of any settlement, the status of any settlement negotiations and the terms of any offer related thereto.

7.4.4 Arvinas shall bear the expense of any interference, opposition, reexamination, or reissue proceeding relating to Arvinas Patent Rights that Arvinas elected to prosecute and maintain. Pfizer shall control and bear the expense of any interference, opposition, reexamination, or reissue proceeding relating to Pfizer Patent Rights or Joint Patent Rights that Pfizer elected to prosecute and maintain.

7.4.5 Regardless of which Party has the right to initiate and prosecute such action, both Parties shall, as soon as practicable after receiving notice of such action, convene and consult with each other regarding the appropriate course of conduct for such action. The non-initiating Party shall have the right to be kept fully informed and participate in decisions regarding the appropriate course of conduct for such action, and the right to join and participate in such action.

7.5 Enforcement and Defense.

7.5.1 Each Party shall give the other Party notice of either (i) any infringement of Arvinas Patent Rights or Joint Patent Rights, or (ii) any misappropriation or misuse of Arvinas Know-How, in each case that is reasonably relevant to the Development or Commercialization of any Compound or Product exclusively licensed by Pfizer hereunder and that comes to such Party's attention. Pfizer and Arvinas shall thereafter consult and cooperate fully to determine a course of action, including the commencement of legal action by either or both Pfizer and Arvinas, to terminate any such infringement of Arvinas Patent Rights or Joint Patent Rights or any misappropriation or misuse of Arvinas Know-How, subject to the provisions set forth below.

7.5.2 Except as provided under Section 7.6 or any mutually agreed amendment made in accordance with Section 7.2.2(f), Arvinas, upon notice to Pfizer, shall have the first right to initiate and prosecute any such legal action at its own expense, or to control the defense of any declaratory judgment action, relating to Arvinas Patent Rights or Arvinas Know-How. Pfizer shall have the right to join any such action initiated by Arvinas to the extent permissible by law. With respect to any such legal action regarding an infringement of any Arvinas Patent Right that directly impacts any exclusive rights of Pfizer hereunder regarding any Compound or Product, if Arvinas does not initiate any such legal action, at least [**] prior to the deadline for bringing an action without resulting loss of rights, of any written request by Pfizer for Arvinas to do so following consultation in accordance with Section 7.5.1, Pfizer shall have the right, but shall not be obligated, to bring an infringement action with respect to such infringement solely to the extent directly related to Pfizer's exclusive rights hereunder (i.e., not related to any PROTACs directed to any target other than a Target) at its own expense, and under its own direction and control, or settle any such action, proceeding or dispute by license, subject to the following. Arvinas shall have the right to participate and be represented in any such suit by its own counsel at its own expense, provided that Pfizer shall retain overall responsibility for the prosecution of such suit or proceedings in such event. No settlement of any such action or proceeding which restricts the scope, or adversely affects the enforceability, of an Arvinas Patent Right, or which could be reasonably expected to have a material adverse financial impact on Arvinas, may be entered into by Pfizer without the prior written consent of Arvinas, which consent shall not be unreasonably withheld, delayed or conditioned.

7.5.3 Pfizer, upon notice to Arvinas, shall have the first right to initiate and prosecute any legal action at its own expense and in the name of Arvinas and Pfizer, or to control the defense of any declaratory judgment action, relating to Joint Patent Rights. Pfizer shall promptly inform Arvinas if it elects not to exercise such first right and Arvinas shall thereafter have the right to either initiate and prosecute such action or to control the defense of such declaratory judgment action. Each Party shall have the right to be represented by counsel of its own choice. No settlement of any such action or proceeding which restricts the scope, or adversely affects the enforceability, of any Joint Patent Right, or which could reasonably be expected to have a material adverse financial impact on the other Party, may be entered into by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned.

7.5.4 For any action to terminate any infringement of Arvinas Patent Rights or Joint Patent Rights, or any misappropriation or misuse of Arvinas Know-How, in the event that a Party is unable to initiate or prosecute any such action permitted hereunder solely in its own name, the other Party will join such action voluntarily and will execute and cause its Affiliates to execute all documents necessary for such Party to initiate litigation to prosecute and maintain such action. If Yale University is required to join as a party in such action, Arvinas shall use all reasonable efforts to cause Yale University to join and provide reasonable assistance. In connection with any action brought hereunder, Pfizer and Arvinas will cooperate fully and will provide each other with any information or assistance that either may reasonably request. The requesting Party shall reimburse the other Party for the documented external costs the other Party reasonably incurs in providing any such assistance as specifically requested in writing. Each Party shall keep the other informed of developments in any action or proceeding, hereunder including, to the extent permissible by applicable Laws, consultation on and approval of any settlement, the status of any settlement negotiations and the terms of any offer related thereto.

7.5.5 If either Party brings an action or proceeding under this Section 7.5 and subsequently ceases to pursue or withdraws from such action or proceeding, it shall promptly notify the other Party and the other Party may substitute itself for the withdrawing Party under the terms of this Section 7.5.

7.5.6 In the event that either Party exercises the rights conferred in this Section 7.5 and recovers any damages or other sums in such action, suit or proceeding or in settlement thereof, such damages or other sums recovered shall first be applied to all out-of-pocket costs and expenses incurred by the Parties in connection therewith, including attorneys' fees. Except as otherwise provided in this Section 7.5, each Party will bear its own expenses with respect to any suit or other proceeding against an infringer. If such recovery is insufficient to cover all out-of-pocket costs and expenses of both Parties, it shall be shared in proportion to the total of such costs and expenses incurred by each Party. If after such reimbursement any funds shall remain from such damages or other sums recovered, such funds shall be divided as follows: (i) as to ordinary damages based on lost sales or profit, a) if Pfizer is the Party bringing suit or bears [**] of the out-of-pocket costs and expenses of Arvinas in such action, or if Arvinas is the Party bringing suit but Pfizer has agreed as of the initiation of such action to bear [**] percent ([**]%) of the out-of-pocket costs and expenses incurred by Arvinas in connection therewith, Pfizer shall retain such funds and Arvinas shall receive payment equivalent to royalty payments that would have been due to Arvinas under this Agreement had the infringing sales that Pfizer lost to the infringer been made by Pfizer, c) and if Arvinas is the Party bringing suit and Pfizer has not agreed as of the initiation of such action to bear [**] percent ([**]%) of the out-of-pocket costs and expenses incurred by Arvinas in connection therewith, Arvinas shall retain [**] percent ([**]%) of such funds and provide [**] percent ([**]%) thereof to Pfizer, and (ii) as to special or punitive damages, the Parties shall collect in proportion to the ordinary damages received, provided that Arvinas shall in any event receive at least [**] percent ([**]%) thereof.

7.5.7 [**].

7.5.8 [**]

7.6 **Patent Certification and Enforcement and Defense against Generic Applicant**. Arvinas shall inform Pfizer of any certification reasonably relevant to the Development or Commercialization of any Compound or Product exclusively licensed by Pfizer hereunder regarding any Arvinas Patent Rights or Joint Patent Rights that it has received pursuant to either 21 U.S.C. §§355(b)(2)(A)(iv) or (j)(2)(A)(vii)(IV) or its successor provisions or any similar provisions in a country in the Territory other than the United States, and shall provide Pfizer with a copy of such certification within [**] of receipt. Pfizer shall inform Arvinas of any certification reasonably relevant to the Development or Commercialization of any Compound or Product exclusively licensed by Pfizer hereunder regarding any Arvinas Patent Rights or Joint Patent Rights that it has received pursuant to either 21 U.S.C. §§355(b)(2)(A)(iv) or (j)(2)(A)(vii)(IV) or its successor provisions or any similar provisions in a country in the Territory other than the United States, and shall provide Arvinas with a copy of such certification within [**] of receipt. For countries in which there is no patent certification procedure or similar provision, each Party shall promptly give the other party notice of any Generic registration, marketing approval or launch activity relating to any Product exclusively licensed by Pfizer hereunder regarding any Arvinas Patent Rights or Joint Patent Rights. Arvinas' and Pfizer's rights with respect to the initiation and prosecution of any legal action as a result of such certification or activity or any recovery obtained as a result of such legal action shall be as defined in Section 7.5; provided, however, that with respect to Arvinas Patent Rights, Pfizer shall have the first right to initiate and prosecute any such action, at its own expense, and shall inform Arvinas of such decision within [**] of the notification or Pfizer's receipt of the certification, after which time Arvinas shall have the right to initiate and prosecute such action, at its own expense. With respect to Joint Patent Rights, Pfizer shall have the first right to initiate, prosecute and control any action, at its own expense, and shall inform Arvinas of such decision within [**] of the notification or Pfizer's receipt of the certification, after which time Arvinas shall have the right to initiate and prosecute such action, at its own expense. Regardless of which Party has the right to initiate and prosecute such action, both Parties shall, as soon as practicable after receiving notice of such certification or activity, convene and consult with each other regarding the appropriate course of conduct for such action. The non-initiating Party shall have the right to be kept fully informed and participate in decisions regarding the appropriate course of conduct for such action, and the right to join and participate in such action.

7.7 **Patent Term Restoration and Extension**. The Parties agree to cooperate and to take reasonable actions to maximize the protections available under the provisions of 35 U.S.C. 102(c) under the Leahy-Smith America Invents Act for US patents and patent applications, as well as any and all patent extension provisions outside of the USA. The Parties shall cooperate with each other, including by providing necessary information and assistance as the other Party may reasonably request, in obtaining patent term extensions or supplemental protection certificates or their equivalents in any country in the Territory where applicable to Arvinas Patent Rights or Joint Patent Rights. In the event that elections with respect to obtaining such patent term extensions are to be made with respect to any Patent Right claiming an Invention that specifically claims Compounds or Products subject to an exclusive license granted to Pfizer hereunder, Pfizer shall have the right to make the election and Arvinas agrees to abide by such election.

7.8 [**]

7.9 [**]

7.10 [**]

ARTICLE 8 TERM AND TERMINATION

8.1 **Term and Expiration.** This Agreement shall be effective as of the Effective Date and unless terminated earlier pursuant to Sections 8.2 or 8.3, this Agreement shall continue in full force and effect until one or more Products has received Marketing Authorization and, thereafter, until expiration of all royalty obligations hereunder.

8.2 **Termination by Pfizer.** Notwithstanding anything contained herein to the contrary, Pfizer shall have the right to terminate this Agreement, either in its entirety or in relation to any Target and relevant Compounds and Products under this Agreement, at any time for any or no reason in its sole discretion by giving sixty (60) days' advance written notice to Arvinas.

8.3 Termination for Cause.

8.3.1 Cause for Termination. This Agreement may be terminated at any time during the term of this Agreement:

(a) upon written notice by a Party if the other Party is in breach of its material obligations hereunder and has not cured such breach within [**] after notice requesting cure of the breach (except to the extent such breach involves the failure to make a payment when due, which breach must be cured within [**] following such notice); provided, however, in the event of a good faith dispute with respect to the existence of a material breach, the relevant cure period shall be tolled until such time as such dispute is resolved pursuant to Section 10.7; or

(b) by either Party upon the filing or institution of bankruptcy, reorganization, liquidation or receivership proceedings, or upon an assignment of a substantial portion of the assets for the benefit of creditors by the other Party; provided, however, that in the case of any involuntary bankruptcy proceeding such right to terminate shall only become effective if the Party consents to the involuntary bankruptcy or such proceeding is not dismissed within [**] after the filing thereof.

(c) Notwithstanding the foregoing, any termination of this Agreement by Pfizer pursuant to Section 8.3.1(a) shall apply to this Agreement in its entirety, or be limited in force and effect to the Target to which such material breach relates, as Pfizer may elect in its sole discretion in writing at the time of termination, and any termination of this Agreement by Arvinas pursuant to Section 8.3.1(a) for breach of Sections 3.7, 5.3 or 5.4 shall be limited in force and effect to the Target (and related Compounds and Products) to which such material breach relates.

8.4 Effect of Termination.

8.4.1 Termination Pursuant to Section 8.2.

(a) In the event of termination of this Agreement in its entirety by Pfizer under Section 8.2, the Research Program Term shall terminate and all rights and licenses granted by Arvinas to Pfizer under Article 3 shall be terminated and all relevant rights shall revert to Arvinas.

(b) In the event of partial termination of this Agreement by Pfizer under Section 8.2 with respect to any Target, all rights and licenses granted by Arvinas to Pfizer under Article 3 with respect to the relevant Target and related Compounds and Products shall be terminated and all relevant rights shall revert to Arvinas, and any exclusivity pursuant to Section 2.10 with respect to the relevant Target shall terminate.

8.4.2 Termination Pursuant to Section 8.3.

(a) In the event of partial termination of this Agreement by Arvinas under Section 8.3.1(a) with respect to any Target, all rights and licenses granted by Arvinas to Pfizer under Article 3 with respect to the relevant Target and related Compounds and Products shall terminate and any exclusivity pursuant to Section 2.10 with respect to the relevant Target shall terminate.

(b) In the event of termination of this Agreement in its entirety by Arvinas pursuant to Section 8.3.1, the Research Program Term shall terminate, all rights and licenses granted by Arvinas to Pfizer pursuant to this Agreement shall terminate and any exclusivity pursuant to Section 2.10 shall terminate.

(c) In the event of termination of this Agreement in its entirety by Pfizer pursuant to Section 8.3.1, the Research Program Term shall terminate, along with all rights and licenses granted by Arvinas to Pfizer pursuant to this Agreement, except as expressly provided in Section 3.2; provided, however, that, unless otherwise elected by Pfizer in a written notice to Arvinas, Pfizer shall, with respect to any Target for which the Option has been exercised and all relevant and undisputed payments that have accrued pursuant to Article 5 have been made as of the effective date of termination, retain its license under Section 3.1 with respect to the relevant Target, Compounds and Products in accordance with the terms of this Agreement, and associated payments accruing after the effective date of termination shall be owed and made in accordance with the terms of Article 5**,** provided that any payments that may become due and owing will be paid at [**] percent ([**]%) of the amounts set forth in Article 5.

(d) In the event of partial termination of this Agreement by Pfizer pursuant to Section 8.3.1 with respect to any Target, the Research Program, along with all relevant rights and licenses granted by Arvinas to Pfizer pursuant to this Agreement, with respect to the relevant Target and related Compounds and Products shall terminate and any exclusivity pursuant to Section 2.10 shall terminate.

(e) Upon termination of this Agreement by Pfizer pursuant to Section 8.2, or by Arvinas pursuant to Section 8.3.1, Pfizer and its Affiliates, sublicensees and distributors shall be entitled, during the [**] period immediately following the effective date of termination, to finish any work-in-progress and to sell any Product or Compound remaining in inventory, subject to compliance with the terms of this Agreement including those regarding the payment of royalties.

(f) For clarity, any rights that have become fully paid and perpetual in accordance with Section 5.5.1(c) shall survive any termination of this Agreement.

(g) No later than [**] after the effective date of any such termination, each Party shall return or cause to be returned to the other Party all Information of the other Party relevant to the terminated rights that is in tangible form and all copies thereof; provided, however, that each Party may retain any such Information to the extent reasonably necessary for such Party's continued practice under any license(s) or rights which do not terminate pursuant to this Article 8, and may keep one copy of Information received from the other Party in its confidential files for record purposes. In addition, Pfizer shall, within [**] after the effective date of such termination by Arvinas, return or cause to be returned to Arvinas all relevant substances or compositions delivered or provided by Arvinas hereunder, as well as any other relevant material provided by Arvinas in any medium, provided, however, that Pfizer may retain any such materials to the extent reasonably necessary for Pfizer's continued practice under any license(s) or rights which do not terminate pursuant to this Article 8.

(h) All licenses and rights to licenses granted under or pursuant to this Agreement by Arvinas to Pfizer are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code (i.e., Title 11 of the U.S. Code) (the "**Code**") , licenses of rights to "intellectual property" as defined under Section 101(35A) of the Code. If (a) a case under the Code is commenced by or against Arvinas, (b) this Agreement is rejected as provided in the Code and (c) Pfizer elects to retain its rights hereunder as provided in Section 365(n) of the Code, then Arvinas (in any capacity, including debtor-in-possession) and its successors and assigns (including any trustee) shall provide to Pfizer all intellectual property licensed by Pfizer hereunder, and agrees to grant and hereby grants to Pfizer and its Affiliates a right to access and to obtain possession of and to benefit from and, in the case of any chemical or biological material or other tangible item of which there is a fixed or limited quantity, to obtain a pro rata portion of, all "embodiments" of intellectual property licensed hereunder pursuant to Section 365(n) of the Bankruptcy Code, and all other embodiments of such intellectual property in the possession and control of any Third Party but which Arvinas has the right to access or benefit from and to make available to Pfizer. Arvinas shall not interfere with the exercise by Pfizer or its Affiliates of rights and licenses to intellectual property licensed hereunder and embodiments thereof in accordance with this Agreement. The foregoing provisions of Section 8.4(h) are without prejudice to any rights Pfizer may have arising under the Code or other applicable Laws.

8.4.3 **Additional Effects of Expiration or Termination; Survival**. Expiration or termination of this Agreement shall not relieve the Parties of any obligation (including any payment obligation) accruing prior to such expiration or termination. Any expiration or termination of this Agreement shall be without prejudice to the rights of either Party against the other accrued or accruing under this Agreement prior to expiration or termination, including the obligation to pay royalties for Product or Compound sold prior to such expiration or termination. In addition, the provisions of Article 1, Article 4, Article 6, Article 7, Article 8, Article 9 and Article 10, and Sections 2.6.1, 2.6.2, 2.7, 2.9, 2.12, 3.1.3, 3.1.5, 3.1.6, 3.1.9, 3.2 (solely to the extent addressing termination by Pfizer pursuant to Section 8.3.1), 3.6, 5.7, 5.8, 5.9, 5.10, 5.11, 5.12 and 5.13, shall survive any expiration or termination of this Agreement.

ARTICLE 9 INDEMNITY; LIMITATION OF LIABILITY

9.1 **Pfizer Indemnity Obligations**. Pfizer agrees to defend Arvinas, its Affiliates and their respective directors, officers, employees and agents (collectively, the "**Arvinas Indemnitees**"), and shall indemnify and hold harmless the Arvinas Indemnitees, from and against any liabilities, losses, costs, damages, fees or expenses payable to a Third Party, and reasonable attorney's fees and other legal expenses with respect thereto, arising out of any claim, action, lawsuit, or other proceeding (collectively, "**Losses and Claims**") brought against any Arvinas Indemnitee by a Third Party to the extent resulting from or relating to: (a) the manufacture, use, handling,

storage, sale or other disposition of any Compound or Product in the Territory by Pfizer or its Related Parties, including product liability claims, (b) any breach by Pfizer of any of its representations, warranties or obligations pursuant to this Agreement, or (c) the gross negligence or willful misconduct of Pfizer or any Related Party; except in any such case to the extent such Losses and Claims result from: (i) the gross negligence or willful misconduct of any Arvinas Indemnitee, or (ii) any breach by Arvinas of any of its representations, warranties or obligations pursuant to this Agreement.

9.2 **Arvinas Indemnity Obligations**. Arvinas agrees to defend Pfizer, its relevant Related Parties and their respective directors, officers, employees and agents (collectively, the "**Pfizer Indemnitees**"), and shall indemnify and hold harmless the Pfizer Indemnitees, from and against any Losses and Claims brought against any Pfizer Indemnitee by a Third Party to the extent resulting from or relating to: (a) any personal injury claims arising in the course of the performance by Arvinas, its Affiliates or its subcontractors of its activities under the Research Program, (b) any breach by Arvinas of any of its representations, warranties or obligations pursuant to this Agreement, or (c) the gross negligence or willful misconduct of any Arvinas Indemnitee.

9.3 **Procedure**. If any Arvinas Indemnitee or Pfizer Indemnitee (each, an "**Indemnitee**") intends to claim indemnification under this Article 9, the Indemnitee shall promptly notify the other Party (the "**Indemnitor**") of any Losses and Claims for which the Indemnitee intends to claim such indemnification, and the Indemnitor shall assume the defense thereof with counsel selected by the Indemnitor and reasonably acceptable to the Indemnitee, provided, however, that an Indemnitee shall have the right to retain its own counsel, with the fees and expenses to be paid by the Indemnitee (and, for clarity, not to be included in Losses and Claims), if representation of such Indemnitee by the counsel retained by the Indemnitor would be inappropriate due to actual or potential differing interests between such Indemnitee and any other Party represented by such counsel in such proceedings. The Indemnitor shall have the right to settle or compromise any claims for which it is providing indemnification under this Article 9, provided that the consent of the Indemnitee (which shall not be unreasonably withheld or delayed) shall be required in the event any such settlement or compromise would adversely affect the interests of the Indemnitee. The indemnity agreement in this Article 9 shall not apply to amounts paid in settlement of any loss, claim, damage, liability or action if such settlement is effected without the consent of the Indemnitor. The failure to deliver notice to the Indemnitor within a reasonable time after the commencement of any such action, if prejudicial to the Indemnitor's ability to defend such action, shall relieve such Indemnitor of any liability to the Indemnitee under this Article 9, but the omission so to deliver notice to the Indemnitor shall not relieve it of any liability that it may have to any Indemnitee otherwise than under this Article 9. The Indemnitee under this Article 9, its employees and agents, shall cooperate fully with the Indemnitor and its legal representatives in the investigation of any action, claim or liability covered by this indemnification.

9.4 **Limitation of Liability**. Neither Party hereto shall be liable for indirect, incidental, consequential, special, exemplary, punitive or multiple damages arising in connection with this Agreement or the exercise of its rights hereunder, or for lost profits arising from or relating to any breach of this Agreement, regardless of any notice of such damages, provided, however, that this Section 9.4 shall not limit or restrict (i) damages available for breaches of confidentiality obligations Article 4 or (ii) the indemnification obligations of either Party pursuant to this Article 9.

9.5 **Insurance**. Each Party warrants that it maintains a policy or program of insurance or self-insurance at levels sufficient to support the indemnification obligations assumed herein. Upon request, a Party shall provide evidence of such insurance.

ARTICLE 10 MISCELLANEOUS

10.1 **Force Majeure**. Neither Party shall be held liable to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in performing any obligation under this Agreement to the extent such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, potentially including embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, fire, floods, or other acts of God, or acts, omissions or delays in acting by any governmental authority or the other Party. The affected Party shall notify the other Party of such force majeure circumstances as soon as reasonably practical, and shall promptly undertake all reasonable efforts necessary to cure such force majeure circumstances.

10.2 **Assignment**.

10.2.1 Except as provided in this Section10.2, this Agreement may not be assigned or otherwise transferred, nor may any right or obligation hereunder be assigned or transferred, by either Party without the consent of the other Party. Any attempted assignment not in accordance with this Section 10.2 shall be void. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.

10.2.2 Pfizer may, without consent of Arvinas, assign this Agreement and its rights and obligations hereunder in whole or in part to an Affiliate of Pfizer or to the successor party in connection with a Change of Control. Arvinas may, without consent of Pfizer, assign this Agreement in its entirety to the successor party in connection with a Change of Control. Each Party agrees that, notwithstanding any provisions of this Agreement to the contrary, in the event that this Agreement is assigned by a Party in connection with a Change of Control, such assignment shall not provide the non-assigning Party with rights or access to independently owned or acquired intellectual property or technology of the acquirer of the assigning Party.

10.3 **Use of Affiliates**. Pfizer shall have the right to exercise its rights and perform its obligations under this Agreement either itself or through any of its Affiliates, provided that Pfizer shall at all times remain liable for the actions or inactions of any such Affiliate.

10.4 **Severability.** If any one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the absence of the invalidated provision(s) adversely affects the substantive rights of the Parties. The Parties shall in such an instance use reasonable efforts to replace the invalid, illegal or unenforceable provision(s) with valid, legal and enforceable provision(s) which, insofar as practical, implement the purposes of this Agreement.

10.5 **Notices**. All notices which are required or permitted hereunder shall be in writing and sufficient if delivered personally, sent by nationally-recognized overnight courier providing evidence of receipt, or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

if to Arvinas, to:	Arvinas, Inc. 5 Science Park 395 Winchester Ave New Haven CT 06511 Attention: Chief Executive Officer
and:	Attention: Office of Counsel
if to Pfizer, to:	Pfizer Inc. 235 East 42nd Street New York, NY 10017 Attention:[**]
and	Pfizer, Inc. Notices: Pfizer Legal Division 235 East 42nd Street New York, NY 10017 Attn.:[**]
If to Yale University (pursuant to Section 7.10), to:	Managing Director Yale University Office of Cooperative Research 433 Temple Street New Haven, CT 06511

or to such other address(es) as the Party or Person to whom notice is to be given may have furnished to the other Parties in writing in accordance herewith. Any such notice shall be deemed to have been given: (a) when delivered if personally delivered; (b) on the date of confirmed receipt if sent by nationally-recognized overnight courier; or if sent by registered or certified mail.

10.6 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to its conflicts of law provisions.

10.7 **Dispute Resolution**.

10.7.1 The Parties shall seek to settle amicably any and all disputes or differences arising out of or in connection with this Agreement. Any dispute between the Parties shall be promptly presented to the Chief Executive Officer of Arvinas and the President, Research and Development of Pfizer (or the equivalent position), or their respective designees, for

resolution. Such officers, or their designees, shall attempt in good faith to promptly resolve such dispute. For clarification, following presentation to such senior executives for resolution, any dispute within the Committee's decision-making authority shall be finally decided in accordance with any final decision-making authority specified pursuant to Section 2.4.2 and shall not be arbitrable.

10.7.2 If the Parties do not fully settle any dispute between the Parties arising out of or relating to the validity or interpretation of, compliance with, breach or alleged breach of or termination of this Agreement pursuant to Section 10.7.1 within [**] of presentation to the senior officers for resolution as set forth therein, and either Party wishes to pursue the matter, each such dispute, controversy or claim that is not an "Excluded Claim" (as defined below) shall be finally resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (**"AAA"**), and as further provided below, and judgment on the arbitration award may be entered in any court having jurisdiction thereof.

10.7.3 The arbitration shall be conducted by a panel of three persons experienced in the pharmaceutical business. Within [**] after initiation of arbitration, each Party shall select one person to act as arbitrator and the two Party-selected arbitrators shall select a third arbitrator within [**] of their appointment. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be appointed by the AAA. The arbitrators shall have scientific and legal experience relevant to the subject matter of the dispute. In any case the arbitrator shall not be a current or former Affiliate, employee, consultant, officer, director or stockholder of either Party, or otherwise have any current or previous relationship with either Party or their respective Affiliates. The place of arbitration shall be New York, New York, and all proceedings and communications shall be in English.

10.7.4 Within [**] after the designation of the arbitrators, the arbitrators and the Parties shall meet, and each Party shall provide to the arbitrator a written summary of all disputed issues, such Party's position on such disputed issues and such Party's proposed ruling on the merits of each such issue.

10.7.5 The arbitrator shall set a date for a hearing, which shall be no later than [**] after the submission of written proposals pursuant to Section 10.7.4, for the presentation of evidence and legal argument concerning each of the issues identified by the Parties. The Parties shall have the right to be represented by counsel. Except as provided herein, the arbitration shall be governed by the Commercial Arbitration Rules of the AAA applicable at the time of the notice of arbitration pursuant to Section 10.7.2); *provided*, *however*, that the Federal Rules of Evidence shall apply with regard to the admissibility of evidence in such hearing. In any such arbitration proceeding, the Parties shall be entitled to all remedies to which they would be entitled in a United States District Court and to full discovery to the same degree permitted under the Federal Rules of Civil Procedure.

10.7.6 The arbitrators shall use best efforts to rule on each disputed issue within [**] after completion of the hearing described in Section 10.7.5 The determination of the arbitrators as to the resolution of any dispute shall be binding and conclusive upon all Parties. All rulings of the arbitrators shall be in writing and shall be delivered to the Parties except to the extent that the Commercial Arbitration Rules of the AAA provide otherwise. Nothing contained herein shall be construed to permit the arbitrator to award punitive, exemplary or any similar damages. The arbitrator shall render a "reasoned decision" within the meaning of the Commercial Arbitration Rules, which shall include findings of fact and conclusions of law.

10.7.7 The (i) attorneys' fees of the Parties in any arbitration, (ii) fees of the arbitrator and (iii) costs and expenses of the arbitration shall be borne by the Parties in a proportion determined by the arbitrator.

10.7.8 Either Party may apply to the arbitrators for interim injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under this Agreement or violating this Section 10.7, seek from any court having jurisdiction any injunctive or provisional relief necessary to protect the rights or property of that Party. The arbitrators shall have no authority to award punitive or any other type of damages excluded under Section 9.4.

10.7.9 Except to the extent necessary to confirm an award or as may be required by applicable Laws, neither a Party nor an arbitrator may disclose the existence, content, or results of an arbitration without the prior written consent of both Parties. In no event shall an arbitration be initiated after the date when commencement of a legal or equitable proceeding based on the dispute, controversy or claim would be barred by the applicable statute of limitations.

10.7.10 The Parties agree that any payments made pursuant to this Agreement pending resolution of any dispute hereunder shall be promptly refunded if an arbitrator or court determines that such payments are not due.

10.7.11 As used in this Section, the term **"Excluded Claim**" shall mean a dispute, controversy or claim that concerns (a) the validity or infringement of a patent, trademark or copyright; or (b) any antitrust, anti-monopoly or competition law or regulation, whether or not statutory.

10.8 Entire Agreement; Amendments. This Agreement, together with the Schedules and Exhibits hereto, contains the entire understanding of the Parties with respect to the Research Program and the licenses granted hereunder. Any other express or implied agreements and understandings, negotiations, writings and commitments, either oral or written, with respect to the Research Program and the licenses granted hereunder are superseded by the terms of this Agreement. The Schedules and Exhibits to this Agreement are incorporated herein by reference and shall be deemed a part of this Agreement. This Agreement may be amended, or any term hereof modified, only by a written instrument duly executed by authorized representative(s) of both Parties hereto.

10.9 Headings. The captions to the several Articles, Sections and subsections hereof are not a part of this Agreement, but are merely for convenience to assist in locating and reading the several Articles and Sections hereof.

10.10 Independent Contractors. It is expressly agreed that Arvinas and Pfizer shall be independent contractors and that the relationship between the two Parties shall not constitute a partnership, joint venture or agency. Neither Arvinas nor Pfizer shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior written consent of the other Party.

10.11 Waiver. The waiver by either Party hereto of any right hereunder, or of any failure of the other Party to perform, or of any breach by the other Party, shall not be deemed a waiver of any other right hereunder or of any other breach by or failure of such other Party whether of a similar nature or otherwise.

10.12 Cumulative Remedies. No remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to in this Agreement or otherwise available under applicable Laws.

10.13 Waiver of Rule of Construction. Each Party has had the opportunity to consult with counsel in connection with the review, drafting and negotiation of this Agreement. Accordingly, the rule of construction that any ambiguity in this Agreement shall be construed against the drafting Party shall not apply.

10.14 Certain Conventions. Any reference in this Agreement to an Article, Section, subsection, paragraph, clause, Schedule or Exhibit shall be deemed to be a reference to an Article, Section, subsection, paragraph, clause, Schedule or Exhibit, of or to, as the case may be, this Agreement, unless otherwise indicated. Unless the context of this Agreement otherwise requires, (a) words of any gender include each other gender, (b) words such as "herein", "hereof", and "hereunder" refer to this Agreement as a whole and not merely to the particular provision in which such words appear, (c) words using the singular shall include the plural, and vice versa, (d) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (e) the word "will" shall be construed to have the same meaning and effect as the word "shall", and (f) the word "any" shall mean "any and all" unless otherwise clearly indicated by context, (h) the word "notice" means notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other written communications contemplated under this Agreement, (i) provisions that require that a Party, the Parties or any committee hereunder "agree," "consent" or "approve" or the like shall require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (but excluding e-mail and instant messaging), (j) references to any specific law, rule or regulation, or article, section or other division thereof, shall be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof, and (k) the term "or" shall be interpreted in the inclusive sense commonly associated with the term "and/or."

10.15 Business Day Requirements. In the event that any notice or other action or omission is required to be taken by a Party under this Agreement on a day that is not a business day (excluding notices required under Section3.7), then such notice or other action or omission shall be deemed to be required to be taken on the next occurring business day.

10.16 Further Assurances. Each Party agrees to do and perform all such further acts and things and shall execute and deliver such other agreements, certificates, instruments and documents reasonably necessary in order to carry out the mutual intent and accomplish the purposes of this Agreement and, at the other Party's reasonable request and expense, to evidence, perfect or otherwise confirm such other Party's rights hereunder.

10.17 Counterparts. This Agreement may be signed in any number of counterparts (including by facsimile or electronic transmission), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ARVINAS, INC.

BY: /s/ John Houston
TITLE: President and CEO

PFIZER INC.

BY: /s/ G.M. Dolsten
TITLE: President, Worldwide Research and Development

SCHEDULE 1.10 ARVINAS PATENT RIGHTS

Other Arvinas Patent Rights:

Project	Application	Application Number	File Date	Title	
[**]	[**]	[**]	[**]	[**]	[**]

Confidential Materials omitted and filed separately with the Securities and Exchange Commission. A total of 7 pages were omitted. [**]

Yale Licensed Patents:

Project	Application	Application Number	File Date	Title	
[**]	[**]	[**]	[**]	[**]	[**]

Confidential Materials omitted and filed separately with the Securities and Exchange Commission. A total of 4 pages were omitted. [**]

Arvinas/Yale co-owned Patents (Yale's rights licensed to Arvinas)

Project	Application	Application Number	File Date	Title	Publically Available (Y/N)
[**]	[**]	[**]	[**]	[**]	[**]

Confidential Materials omitted and filed separately with the Securities and Exchange Commission. A total of 3 pages were omitted. [**]

SCHEDULE 1.33 EXCLUDED TARGETS

Target	UniProt Number
[**]	

SCHEDULE 2.1 RESEARCH PLANS

Confidential Materials omitted and filed separately with the Securities and Exchange Commission. A total of 48 pages were omitted. [**]

SCHEDULE 7.5.8 LOW INCOME COUNTRIES

[**]

Confidential Materials omitted and filed separately with the
Securities and Exchange Commission. Double asterisks denote omissions.

SPONSORED RESEARCH AGREEMENT

THIS SPONSORED RESEARCH AGREEMENT (this "**Agreement**") dated as of March 7, 2018 (the "**Effective Date**"), is entered into between The Silverstein Foundation For Parkinson's With GBA, a Delaware corporation (the "**TSF**") and Arvinas, Inc., a Delaware corporation ("**Company**"), having a place of business located at 5 Science Park, New Haven, CT 06511.

RECITALS:

WHEREAS, it is in the mutual interest of Company and TSF to conduct research in the field of Parkinson's Disease (the "**Field**").

WHEREAS, TSF desires to financially support the Company's research in the Field that is described in the research plan attached hereto as Exhibit A (the "Sponsored Research"; and such plan shall be referred to herein as the "**Research Plan**") on the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants set forth below, the parties hereby agree as follows:

1. SPONSORED RESEARCH

1.1 Research Plan. The Sponsored Research shall commence on the Effective Date and shall continue until September 1, 2019 (the "**Research Period**"), unless terminated earlier as provided below. The Company shall not use the funding that it receives from TSF under Section 1.2 for any purpose other than as contemplated by the Research Plan without the written agreement of TSF.

1.2 Research Procedures. The Company shall conduct the Sponsored Research in good scientific manner, and in compliance in all material respects with all requirements of applicable laws and regulations and alt applicable good laboratory practices. The parties recognize that the Sponsored Research is of an early-stage, developmental nature and that the Company hereby disclaims all representations and warranties, express and implied, that the Sponsored Research will be successfully completed, achieve any particular result, objective or outcome or be completed, or reach any particular stage or point of development, within the Research Period.

2. FUNDING

2.1 Budget. Subject to the terms and conditions of this Agreement, TSF shall support the Sponsored Research by paying the amounts set forth on Exhibit B (as may be amended from time to time in accordance with this Section 2.1, the "**Budget**"), at least [**] prior to the commencement of each quarterly period set forth in the Budget. TSF shall not be obligated to reimburse the Company for the costs incurred in excess of the Budget unless and until TSF has notified the Company in writing that TSF has accepted the revised Budget. Within [**] after the end of each calendar quarter during the Research Period and at such other times during the Research Period as reasonably requested by TSF, the Company shall provide to TSF a written report in reasonably specific detail of all expenditures under the Sponsored Research compared to the amounts in the Budget and broken down by major cost categories for such calendar quarter or other accounting period.

2.2 Use of Research Funding. The Company shall apply the research funding it receives from TSF under this Agreement for the sole purpose of conducting the Sponsored Research. TSF acknowledges and agrees that the cost of the Sponsored Research will exceed the amount set forth in the Budget and that there is no express or implied commitment by the Company, any affiliate of the Company or any other party to fund, commit, contribute or expend any of their financial or other resources to advance the Sponsored Research, to complete the Sponsored Research or to reach any particular stage or point of development with respect to the Sponsored Research.

2.3 Records: Reports.

(a) Company shall maintain records, in sufficient detail and in good scientific manner, which shall be complete, accurate and authentic and shall fully and properly reflect all work done and results achieved in the performance of the Sponsored Research (including all data in the form required under all applicable laws and regulations).

(b) Company shall provide TSF with (i) quarterly technical reports on the progress of the Sponsored Research within [**] after the end of each calendar quarter during the Research Period and (ii) a final report on the results of the Sponsored Research (the "Final Report") within [**] after the expiration or earlier termination of the Research Period.

2.4 No Intellectual Property Rights. Neither TSF's provision of funding for the Sponsored Research under this Agreement nor any provision set forth in this Agreement, applicable law or otherwise grants or otherwise provides TSF with any express or implied right, title, license or other interest in, to or under any intellectual property, data, results or other rights of the Company or any of its affiliates, regardless of whether any intellectual property, data, results or other rights are conceived, invented, created, improved or otherwise developed as a direct or indirect result of any Sponsored Research or from such funding.

2.5 No Repayment. The Company shall not have any obligation to repay any amount funded by TSF under this Agreement except that: (a) if a Sale or Licensing Transaction (as defined below) is consummated at any time prior to the end of the Term (as defined below), then the Company shall make a payment to TSF in an amount equal to [**]% of the aggregate amount funded by TSF to the Company prior to such Sale or Licensing Transaction pursuant to the Budget under this Agreement within [**] after the consummation of such Sale or Licensing Transaction and (b) if the Company's parent entity, Arvinas Holding Company, LLC (the "**Parent**"), consummates an underwritten public offering of its equity securities pursuant to the Securities Act of 1933, as amended (an "**Initial Public Offering**") at any time prior to the end of

the Term, then TSF shall have the right to terminate this Agreement by providing written notice of such election to the Company within [**] after the consummation of the Initial Public Offering (an "**IPO Termination Election**") and the Company shall make a payment to TSF in an amount equal to [**]% of the aggregate amount funded by TSF to the Company prior to the Initial Public Offering pursuant to the Budget under this Agreement within [**] after the Company's receipt of the IPO Termination Election. The term "**Sale or Licensing Transaction**" means either (A) a transaction in which Company sells or grants an exclusive commercial license in the Field to a third party that is not an affiliate of the Company to the assets generated under the Sponsored Research or (B)(i) a merger or consolidation in which the Company is a constituent party except any such merger or consolidation involving the Company in which the equity ownership of the Company outstanding immediately prior to such merger or consolidation continues to represent, or are converted into or exchanged for equity securities that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the equity ownership of (x) the surviving or resulting entity or (y) if the surviving or resulting entity is a wholly owned subsidiary of another entity immediately following such merger or consolidation, the parent entity of such surviving or resulting entity or (ii) a sale, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, of all or substantially all the assets of the Company; provided that, notwithstanding the foregoing, neither an Initial Public Offering nor an Intercompany Spin-Out (as defined below) shall constitute a Sale or Licensing Transaction.

3. CONFIDENTIALITY

3.1 Confidential Information. During the Term (as defined below), and for a period of [**] following the end of the Term, TSF shall maintain in confidence all information disclosed by the Company or its affiliates, representatives or agents (the "**Confidential Information**") and shall not disclose any Confidential Information except on a need-to-know basis to those directors and officers of TSF to the extent such disclosure is reasonably necessary in connection with TSF's activities as expressly authorized by this Agreement. During and after the Term, TSF shall not use any Confidential Information for any purpose other than to evaluate the progress of the Sponsored Research. To the extent that disclosure of any Confidential Information is authorized by this Agreement, prior to such disclosure, TSF shall obtain agreement from the proposed recipient of such Confidential Information that such proposed recipient shall hold in confidence, and not make use of, the Confidential Information for any purpose other than those permitted by this Agreement. TSF shall notify the other parties promptly upon discovery of any unauthorized use or disclosure of the Confidential Information.

3.2 Permitted Disclosures. The confidentiality obligations contained in Section 3.1 above shall not apply to the extent that TSF can demonstrate that (a) the disclosed information was public knowledge at the time of such disclosure to TSF or thereafter became public knowledge other than as a result of actions or omissions of TSF in violation of this Agreement;

(b) the disclosed information was rightfully known by TSF on an unrestricted basis (as shown by its written records) prior to the date of disclosure to TSF by the Company or its affiliates, representatives or agents and was received from a source unrelated to the Company or its affiliates and not under a duty of confidentiality and non-use to the Company or its affiliates;

(c) the disclosed information was disclosed to TSF on an unrestricted basis from a source unrelated to the Company or its affiliates and not under a duty of confidentiality and non-use to the Company or its affiliates; or (d) TSF independently developed such information without the use of, or access to, any Confidential Information. TSF may produce or disclose Confidential Information if and to the extent required pursuant to applicable laws, regulations or court order, provided TSF has given the Company prompt prior written notice thereof so that it may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of Section 3.1. If such protective order or other remedy is not obtained, or the Company waives compliance with the provisions of Section 3.1, TSF shall furnish only that portion of the Confidential Information that TSF is legally required to disclose and shall exercise all commercially reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information.

4. TERM AND TERMINATION; SPIN-OUT

4.1 Term. This Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with Section 4.2 shall continue until the earliest of (a) the expiration of the Research Period, (b) the completion of the Sponsored Research contemplated by the Budget and (c) the Company's receipt of an IPO Termination Election (the "**Term**").

4.2 Termination. A party may terminate this Agreement upon or after the breach of any material provision of this Agreement by the other party, if the breaching party has not cured such breach within [**] after notice thereof from the other party. TSF's breach of its obligation to make payments under the Budget shall constitute a material breach.

4.3 Outstanding Commitments. Upon the giving of notice of termination by either party, (a) TSF shall make a payment to the Company for all (i) fees, costs and expenses related to the Sponsored Research that are in the Budget rendered up to the date of termination (including expenses incurred in connection with reasonable wind-down activities) and (ii) non-cancellable commitments made or incurred by the Company related to the Sponsored Research that are in the Budget and (b) the Company shall exert commercially reasonable efforts, if possible, to limit the amount of any outstanding commitments that are in the Budget. Within [**] of the effective date of termination, the Company shall furnish TSF with a final statement for settlement of all costs to be reimbursed by TSF. If funds received by the Company from TSF exceed the amount of expenses incurred by the Company that are payable by TSF under the Budget, the Company shall reimburse TSF for any such excess funds at the time such final statement is furnished to TSF.

4.4 Effect of Termination. Expiration or termination of this Agreement shall not relieve the parties of any obligation accruing prior to such expiration or termination. The provisions of Sections 2.3(b)(ii), 2.4, 3, 4.3, 4.4, 5 and 6 shall survive the expiration or earlier termination of this Agreement; provided that (a) if this Agreement is terminated by the Company under Section 4.2 or TSF delivers an IPO Termination Election to the Company, then, in either such case, notwithstanding the foregoing, the Company's obligation under Section 2.3(b)(ii) shall terminate at such time.

4.5 Spin-Out. The Company shall use commercially reasonable efforts to license the rights created under the Sponsored Research in the Field to a to-be-formed subsidiary of the Parent ("Newco") within [**] after the Effective Date and, in connection therewith, assign this Agreement to Newco (the "**Intercompany Spin-Out**").

5. INDEMNIFICATION

5.1 Indemnification. Company shall defend, indemnify and hold TSF, its directors, employees and agents ("**Indemnitees**") harmless from any third party claim, liability, cost or expense resulting solely from the Sponsored Research or Company's negligence, recklessness or willful misconduct in the performance of its obligations under this Agreement. Any Indemnitee intending to claim indemnification shall notify Company of the liability or action in respect of which the Indemnitee intends to claim indemnification, and Company shall have the right to participate in, and, to the extent Company so desires, jointly with any other indemnitor similarly noticed, to assume the defense thereof with counsel selected by Company; provided, however, that an Indemnitee shall have the right to retain its own counsel, with the fees and expenses to be paid by Company, if representation of such Indemnitee by the counsel retained by Company would be inappropriate due to actual or potential differing interests between such Indemnitee and any other party represented by such counsel in such proceedings. The failure to deliver notice to Company within a reasonable time after the commencement of any such action, if prejudicial to its ability to defend such action, shall relieve Company of any liability to the Indemnitee under this Section 5.1, but the omission so to deliver notice to Company will not relieve it of any liability that it may have to the Indemnitee otherwise than under this Section 5.1. Company may not settle the action or otherwise consent to an adverse judgment in such action that that does not include the agreement by the third party claimant to the Indemnitee of a release from all liability in respect of such action without the express written consent of the Indemnitee, which shall not be unreasonably withheld, conditioned or delayed and no Indemnitee shall settle the action or otherwise consent to an adverse judgment in such action without the prior written consent of the Company, which shall not be unreasonably withheld, conditioned or delayed. The Indemnitee, its employees and agents, shall cooperate fully with Company and its legal representatives and shall famish such information regarding itself or the claim in question as the Company may reasonably request in the investigation and defense of any action, claim or liability covered by this indemnification.

5.2 Limitations of Liability. THE COMPANY SHALL NOT BE LIABLE TO ANY INDEMNITEE FOR ANY LOST OPPORTUNITY, SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER OR NOT FORESEEABLE, OR WHETHER OR NOT TSF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OF ANY KIND HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT OR OTHER THEORY OF LAW, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (OR THE TERMINATION HEREOF). THE AGGREGATE LIABILITY OF THE COMPANY, WHETHER BASED ON CONTRACT, TORT OR OTHER THEORY OF LAW, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (OR THE TERMINATION HEREOF) SHALL NOT EXCEED THE AMOUNT OF SPONSORED RESEARCH FUNDED BY TSF UNDER THE BUDGET.

5.3 Warranty. Company hereby warrants that its obligations under this Agreement do not conflict in any material respect with its obligations under other agreements which it has with third parties. During the Term, Company shall not enter into any other agreements which would

prevent it from performing its obligations provided hereunder. THE COMPANY HEREBY EXCLUDES ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED, BY FACT OR LAW, OTHER THAN THOSE EXPRESSLY SET FORTH ABOVE IN THIS SECTION 5.3. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTY OR CONDITION: (A) FOR ANY PARTICULAR RESULTS FROM THE PERFORMANCE OF THE SPONSORED RESEARCH OR WITH RESPECT TO ANY DATA OR INFORMATION GENERATED THEREFROM, (B) OF FITNESS FOR A PARTICULAR PURPOSE, OR (III) OF MERCHANTABILITY FOR ANY PRODUCT AND THESE WARRANTIES AND CONDITIONS ARE EXPRESSLY EXCLUDED.

6. MISCELLANEOUS

6.1 Notices. Any consent, notice or report required or permitted to be given or made under this Agreement by one of the parties hereto to the other parties hereto shall be in writing, delivered personally or by nationally-recognized overnight carrier, addressed to such other parties at its respective address indicated below, or to such other address as the addressee shall have last furnished in writing to the addressor and shall be effective upon delivery in person, receipt by the addressee or refusal of delivery.

If to the Company: Arvinas, Inc.
5 Science Park
New Haven, CT 06511
Attention: Chief Financial Officer

to TSF: The Silverstein Foundation For Parkinson's With GBA
Ansonia Station, P.O. Box 237137
New York, NY 10023
Attention: Jonathan Silverstein

6.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law principles thereof.

6.3 Assignment. Neither the Company nor TSF shall assign its rights or obligations under this Agreement without the prior written consent of the other parties hereto; provided, however, that the Company may assign its rights and obligations under this Agreement without any such prior written consent (a) in connection with any merger or consolidation, any transfer, sale or assignment of all or substantially all of its assets or business or any transfer, sale or assignment of all or substantially all of its equity securities or (b) to Newco in connection with the Intercompany Spin-Out. Any permitted assignee or successor shall assume all obligations of its assignor or predecessor under this Agreement.

6.4 Waivers and Amendments. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of each of the parties hereto.

6.5 Entire Agreement. This Agreement embodies the entire understanding between the parties and supersedes any prior understanding and agreements between and among them respecting the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

6.6 Independent Contractors. It is expressly agreed that TSF and the Company shall be independent contractors and that the relationship between the two parties shall not constitute a partnership, joint venture or agency. Neither TSF nor the Company shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other, without the prior consent of the party to do so.

6.7 Severability. Any of the provisions of this Agreement which are determined to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof and without affecting the validity or enforceability of any of the terms of this Agreement in any other jurisdiction.

6.8 Independent Research. This Agreement shall not be construed to limit the freedom of individuals participating in the Sponsored Research to engage in any other research.

6.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement effective as of the Effective Date.

THE SILVERSTEIN FOUNDATION FOR PARKINSON'S WITH GBA

By /s/ Jonathan Silverstein
Name Jonathan Silverstein
Title Authorized Signatory

ARVINAS, INC.

By /s/ Sean Cassidy
Name Sean Cassidy
Title CFO + Treasurer

Exhibit A: Research Plan Outline

A. Background

[**].

B. Purpose and Scope

[**].

C. Work Plan

[**]

Exhibit B: Budget

	Q2 2018	Q3 2018	Q4 2018	Q1 2019		Q2 2019	Q3 2019		
Stage I									
	[**]	[**]	[**]	[**]	[**]				
Stage II									
						[**]	[**]	[**]	
Total TSF Budget									[**]

Exhibit 21.1

Name of Subsidiary	State of Incorporation
Arvinas, Inc.	Delaware
Arvinas Androgen Receptor, Inc.	Delaware
Arvinas BRD4, Inc.	Delaware
Arvinas Estrogen Receptor, Inc.	Delaware
Arvinas Winchester, Inc.	Delaware