

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, DC 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended December 31, 2024

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission file number 001-38042

**ARROWHEAD PHARMACEUTICALS, INC.**  
(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of incorporation or organization)

46-0408024  
(I.R.S. Employer Identification No.)

177 E. Colorado Blvd, Suite 700  
Pasadena, California 91105  
(626) 304-3400

(Address and telephone number of principal executive offices)

Former name, former address, and former fiscal year, if changed since last report: N/A

Securities registered pursuant to Section 12(b) of the Exchange Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.001 per share	ARWR	The Nasdaq Global Select Market

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

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	<input checked="" type="checkbox"/>	Accelerated Filer	<input type="checkbox"/>
Non-Accelerated Filer	<input type="checkbox"/>	Smaller Reporting Company	<input type="checkbox"/>
Emerging Growth Company	<input type="checkbox"/>		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

The number of shares of the registrant's common stock outstanding as of February 3, 2025 was 126,098,111.

	<u>Page(s)</u>
<b><u>PART I — FINANCIAL INFORMATION</u></b>	
<b><u>ITEM 1. FINANCIAL STATEMENTS</u></b>	1
<u>Consolidated Balance Sheets</u>	1
<u>Consolidated Statements of Operations and Comprehensive Loss</u>	2
<u>Consolidated Statements of Stockholders' Equity</u>	3
<u>Consolidated Statements of Cash Flows</u>	4
<u>Notes to Consolidated Financial Statements</u>	5
<b><u>ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS</u></b>	22
<b><u>ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK</u></b>	27
<b><u>ITEM 4. CONTROLS AND PROCEDURES</u></b>	27
<b><u>PART II — OTHER INFORMATION</u></b>	29
<b><u>ITEM 1. LEGAL PROCEEDINGS</u></b>	29
<b><u>ITEM 1A. RISK FACTORS</u></b>	29
<b><u>ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS</u></b>	29
<b><u>ITEM 3. DEFAULTS UPON SENIOR SECURITIES</u></b>	29
<b><u>ITEM 4. MINE SAFETY DISCLOSURES</u></b>	29
<b><u>ITEM 5. OTHER INFORMATION</u></b>	29
<b><u>ITEM 6. EXHIBITS</u></b>	30
<b><u>SIGNATURE</u></b>	31

---

## PART I. FINANCIAL INFORMATION

## ITEM 1. FINANCIAL STATEMENTS

**Arrowhead Pharmaceuticals, Inc.**  
**Consolidated Balance Sheets**  
(in thousands, except per share amounts)

	December 31, 2024	September 30, 2024
	(unaudited)	
<b>ASSETS</b>		
Current assets:		
Cash, cash equivalents and restricted cash	\$ 53,889	\$ 102,685
Accounts receivable	2,500	—
Available-for-sale securities, at fair value	499,046	578,276
Prepaid expenses	9,366	9,537
Other current assets	5,735	4,973
Total current assets	570,536	695,471
Property, plant and equipment, net	387,069	386,032
Intangible assets, net	8,137	8,562
Right-of-use assets	44,869	45,255
Other assets	3,083	4,482
<b>Total Assets</b>	<b>\$ 1,013,694</b>	<b>\$ 1,139,802</b>
<b>LIABILITIES, NONCONTROLLING INTEREST AND STOCKHOLDERS' EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 14,457	\$ 11,388
Accrued expenses	59,401	63,017
Accrued payroll and benefits	11,275	21,989
Lease liabilities	6,560	6,342
Credit facility	1,625	—
Other liabilities	440	432
Total current liabilities	93,758	103,168
Long-term liabilities:		
Lease liabilities, net of current portion	109,296	111,027
Liability related to the sale of future royalties	346,776	341,361
Credit facility, net of current portion	407,789	393,183
Total long-term liabilities	863,861	845,571
Commitments and contingencies (Note 7)		
Noncontrolling interest and stockholders' equity:		
Common stock, \$0.001 par value:		
Authorized 290,000 shares; issued and outstanding 125,572 and 124,376 shares	218	217
Additional paid-in capital	1,846,842	1,806,000
Accumulated other comprehensive income	4,137	4,750
Accumulated deficit	(1,798,608)	(1,625,523)
Total Arrowhead Pharmaceuticals, Inc. stockholders' equity	52,589	185,444
Noncontrolling interest	3,486	5,619
Total noncontrolling interest and stockholders' equity	56,075	191,063
<b>Total Liabilities, Noncontrolling Interest and Stockholders' Equity</b>	<b>\$ 1,013,694</b>	<b>\$ 1,139,802</b>

*The accompanying notes are an integral part of these unaudited consolidated financial statements.*

**Arrowhead Pharmaceuticals, Inc.**  
**Consolidated Statements of Operations and Comprehensive Loss**  
(in thousands, except per share amounts)  
(unaudited)

	Three Months Ended December 31,	
	2024	2023
<b>Revenue</b>	<b>\$ 2,500</b>	<b>\$ 3,551</b>
<b>Operating expenses:</b>		
Research and development	137,002	116,491
General and administrative	26,910	23,605
<b>Total operating expenses</b>	<b>163,912</b>	<b>140,096</b>
Operating loss	(161,412)	(136,545)
<b>Other income (expense):</b>		
Interest income	7,602	2,802
Interest expense	(21,646)	(5,367)
Other, net	341	421
<b>Total other expense</b>	<b>(13,703)</b>	<b>(2,144)</b>
Loss before income tax expense and noncontrolling interest	(175,115)	(138,689)
Income tax expense (benefit)	103	(3,313)
Net loss including noncontrolling interest	<b>\$ (175,218)</b>	<b>\$ (135,376)</b>
Net loss attributable to noncontrolling interest, net of tax	(2,133)	(2,512)
Net loss attributable to Arrowhead Pharmaceuticals, Inc.	<b>\$ (173,085)</b>	<b>\$ (132,864)</b>
Net loss per share attributable to Arrowhead Pharmaceuticals, Inc.:		
Basic	\$ (1.39)	\$ (1.24)
Diluted	\$ (1.39)	\$ (1.24)
Weighted-average shares used in calculating		
Basic	124,848	107,415
Diluted	124,848	107,415
Other comprehensive loss, net of tax:		
Unrealized (losses) gains on available-for-sale securities	(507)	1,909
Foreign currency translation adjustments	(106)	58
Comprehensive loss	<b>\$ (175,831)</b>	<b>\$ (133,409)</b>

*The accompanying notes are an integral part of these unaudited consolidated financial statements.*

**Arrowhead Pharmaceuticals, Inc.**  
**Consolidated Statements of Stockholders' Equity**  
(in thousands)  
(unaudited)

	Common Stock	Amount (\$)	Additional Paid-In Capital	Accumulated Other Comprehensive Income	Accumulated Deficit	Non- controlling Interest	Total
<b>Balance at September 30, 2024</b>	124,376	\$ 217	\$ 1,806,000	\$ 4,750	\$ (1,625,523)	\$ 5,619	\$ 191,063
Stock-based compensation	—	—	15,209	—	—	—	15,209
Exercise of stock options	70	—	634	—	—	—	634
Common stock - restricted stock units vesting	209	—	—	—	—	—	—
Pre-funded warrants	917	1	24,999	—	—	—	25,000
Foreign currency translation adjustments	—	—	—	(106)	—	—	(106)
Unrealized gains on available-for-sale securities	—	—	—	(507)	—	—	(507)
Net loss	—	—	—	—	(173,085)	(2,133)	(175,218)
<b>Balance at December 31, 2024</b>	<b>125,572</b>	<b>\$ 218</b>	<b>\$ 1,846,842</b>	<b>\$ 4,137</b>	<b>\$ (1,798,608)</b>	<b>\$ 3,486</b>	<b>\$ 56,075</b>

	Common Stock	Amount (\$)	Additional Paid-In Capital	Accumulated Other Comprehensive Loss	Accumulated Deficit	Non- controlling Interest	Total
<b>Balance at September 30, 2023</b>	107,312	\$ 200	\$ 1,300,395	\$ (3,222)	\$ (1,026,030)	\$ 15,819	\$ 287,162
Stock-based compensation	—	—	19,694	—	—	—	19,694
Exercise of stock options	34	—	267	—	—	—	267
Common stock - restricted stock units vesting	154	—	—	—	—	—	—
Foreign currency translation adjustments	—	—	—	58	—	—	58
Unrealized losses on available-for-sale securities	—	—	—	1,909	—	—	1,909
Net loss	—	—	—	—	(132,864)	(2,512)	(135,376)
<b>Balance at December 31, 2023</b>	<b>107,500</b>	<b>\$ 200</b>	<b>\$ 1,320,356</b>	<b>\$ (1,255)</b>	<b>\$ (1,158,894)</b>	<b>\$ 13,307</b>	<b>\$ 173,714</b>

*The accompanying notes are an integral part of these unaudited consolidated financial statements.*

**Arrowhead Pharmaceuticals, Inc.**  
**Consolidated Statements of Cash Flows**  
(in thousands)  
(unaudited)

	Three Months Ended December 31,	
	2024	2023
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net loss	\$ (175,218)	\$ (135,376)
Adjustments to reconcile net loss to net cash flow from operating activities		
Stock-based compensation	15,209	19,694
Depreciation and amortization	5,235	4,263
Accretion of note premiums/discounts	(5,704)	(835)
Realized loss on investments	—	(80)
Non-cash interest expense on liability related to the sale of future royalties	5,415	5,367
Non-cash interest expense on credit facility	16,231	—
Changes in operating assets and liabilities:		
Accounts receivable	(2,500)	—
Prepaid expenses and other assets	(592)	(1,748)
Accounts payable	3,069	(12,463)
Accrued expenses	(7,691)	408
Deferred revenue	—	(866)
Operating lease, net	(1,128)	3,796
Other	1,402	—
Net cash used in operating activities	(146,272)	(117,840)
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Purchases of property and equipment	(7,516)	(68,656)
Purchases of investments	(33,749)	—
Proceeds from sales and maturities of investments	118,175	133,495
Net cash provided by investing activities	76,910	64,839
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Proceeds from the exercises of stock options	634	267
Proceeds from the issuance of pre-funded warrants	25,000	—
Payments of debt issuance cost	(5,000)	—
Net cash provided by financing activities	20,634	267
Net decrease in cash, cash equivalents and restricted cash	(48,728)	(52,734)
Effect of exchange rate on cash, cash equivalents and restricted cash	(68)	58
<b>CASH, CASH EQUIVALENTS AND RESTRICTED CASH:</b>		
BEGINNING OF PERIOD	102,685	110,891
END OF PERIOD	\$ 53,889	\$ 58,215
<b>Supplementary disclosure of cash flows:</b>		
Income taxes paid	\$ (11)	\$ (999)
<b>Supplemental disclosure of non-cash investing activities:</b>		
Capital expenditures included in accrued expenses	\$ 2,574	\$ 11,290

*The accompanying notes are an integral part of these unaudited consolidated financial statements.*

**Arrowhead Pharmaceuticals, Inc.**  
**Notes to Consolidated Financial Statements**  
**(unaudited)**

**NOTE 1. ORGANIZATION AND SIGNIFICANT ACCOUNTING POLICIES**

**General and Recent Developments**

Arrowhead Pharmaceuticals, Inc. and its subsidiaries (referred to herein collectively as the “Company”) are primarily engaged in developing medicines that treat intractable diseases by silencing the genes that cause them. Using a broad portfolio of RNA chemistries and efficient modes of delivery, the Company’s therapies trigger the RNA interference mechanism to induce rapid, deep and durable knockdown of target genes. RNA interference (“RNAi”) is a mechanism present in living cells that inhibits the expression of a specific gene, thereby affecting the production of a specific protein. The Company’s RNAi-based therapeutics may leverage this natural pathway of gene silencing to target and shut down specific disease-causing genes.

The following table presents the Company’s current pipeline:

Therapeutic Area	Name	Stage	Product Rights
Cardiometabolic	plozasiran	Phase 3	Arrowhead
	zodasiran	Phase 2b	Arrowhead
	olpasiran	Phase 3	Amgen
Pulmonary	ARO-RAGE	Phase 1/2a	Arrowhead
	ARO-MMP7	Phase 1/2a	Arrowhead
Liver	GSK-4532990	Phase 2b	GSK
	fazirsiran	Phase 3	Takeda and Arrowhead
	daplusiran/tomligisiran	Phase 2	GSK
	ARO-PNPLA3	Phase 1	Arrowhead
	ARO-C3	Phase 1/2a	Arrowhead
	ARO-CFB	Phase 1/2a	Arrowhead
	ARO-INHBE	Phase 1/2a	Arrowhead
Muscle	ARO-DUX4	Phase 1/2a	Arrowhead
	ARO-DM1	Phase 1/2a	Arrowhead
Central Nervous System (CNS)	ARO-ATXN2	Phase 1/2a	Arrowhead

The Company operates lab facilities in California and Wisconsin, where its research and development activities, including the development of RNAi therapeutics, take place. The Company’s principal executive offices are located in Pasadena, California.

During the first quarter of fiscal 2025, the Company continued to develop and advance its pipeline and partnered candidates. Several key recent developments include:

- Submitted a New Drug Application (NDA) to the U.S. Food and Drug Administration (FDA) on November 16, 2024, which was accepted for filing on January 17, 2025. The FDA provided a Prescription Drug User Fee Act (PDUFA) action date of November 18, 2025, and indicated it is not currently planning to hold an advisory committee meeting;
- Entered into a global and collaboration agreement with Sarepta Therapeutics, Inc. The Company received \$325.0 million as an equity investment on February 7, 2025 and will receive \$500.0 million as an upfront payment during the second quarter of fiscal 2025. The Company will also receive \$250.0 million to be paid in equal installments over five years and is eligible to receive an additional \$300.0 million in near-term payments. Additionally, the Company is eligible to receive royalties on commercial sales and up to approximately \$10.0 billion in future potential milestone payments;
- GSK dosed the fifth patient in a Phase 2 trial in December 2024, triggering a \$2.5 million milestone payment to the Company which was paid in the second quarter of fiscal 2025;
- Announced that the Company has dosed the first subjects in a Phase 1/2a clinical trial of ARO-INHBE;
- Presented interim results from a Phase 1/2a clinical study of ARO-CFB at the 8th Complement-Based Drug

Development Summit. The study resulted in multiple promising findings including: (1) ARO-CFO led to dose dependent reductions in circulating CFB protein by up to 90% with greater than 3 months duration, (2) single and multiple doses of ARO-CFB led to near complete inhibition of alternative pathway activity based on Wieslab AP, and (3) single and multiple doses of ARO-CFB led to near complete inhibition of alternative pathway hemolytic activity, measured by AH50; and

- Filed a request for regulatory clearance to initiate Phase 1/2a clinical trial of ARO-ALK7, which is being developed as a potential treatment for obesity.

### **Consolidation and Basis of Presentation**

The interim Consolidated Financial Statements include the accounts of Arrowhead Pharmaceuticals, Inc. and its subsidiaries (wholly-owned subsidiaries and a variable interest entity for which the Company is the primary beneficiary). Subsidiaries refer to Arrowhead Madison, Inc., Arrowhead Australia Pty Ltd., Arrowhead Pharmaceuticals Ireland Limited, Arrowhead Pharmaceuticals NZ Limited and Visirna Therapeutics, Inc. (“Visirna”). For subsidiaries in which the Company owns or is exposed to less than 100% of the economics, the Company records net loss attributable to noncontrolling interests in its consolidated statements of operations equal to the percentage of the economic or ownership interests retained in such entity by the respective noncontrolling party.

The interim Consolidated Financial Statements have been prepared in conformity with U.S. generally accepted accounting principles (“GAAP”). The financial data of the Company included herein are unaudited. In the opinion of management, all material adjustments of a normal recurring nature have been made to present fairly the Company’s financial position as of December 31, 2024 and the results of operations and cash flows for the periods presented. All intercompany transactions and balances have been eliminated. Certain prior period amounts have been reclassified to conform with the current period presentation.

Certain financial information that is normally included in annual financial statements prepared in accordance with GAAP, but that is not required for interim reporting purposes, has been omitted from the accompanying interim consolidated financial statements and related notes. Readers are urged to review the Company’s Annual Report on Form 10-K for the year ended September 30, 2024 for more complete descriptions and discussions. Operating results and cash flows for the three months ended December 31, 2024 are not necessarily indicative of the results that may be expected for the fiscal year ending September 30, 2025.

### **Liquidity**

The Company’s primary sources of financing have been through the sale of its equity securities, credit facility, revenue from its licensing and collaboration agreements and the sale of certain future royalties. Research and development activities have required significant investment since the Company’s inception and are expected to continue to require significant cash expenditure in the future, particularly as the Company’s pipeline of drug candidates and its headcount have both expanded. Additionally, significant investment will be required as the Company’s pipeline matures into later stage clinical trials, including commercialization efforts.

As of December 31, 2024, the Company had \$53.9 million in cash, cash equivalents and restricted cash (\$2.1 million in restricted cash) and \$499.0 million in available-for-sale securities to fund operations. During the three months ended December 31, 2024, the Company’s cash, cash equivalents and restricted cash and investments balance decreased by \$128.0 million, which was primarily due to ongoing expenses related to the Company’s research and development programs, general and administrative expenses, and capital expenditures, offset by proceeds of \$25.0 million from the sale of pre-funded warrants.

In total, the Company is eligible to receive up to \$14.1 billion in developmental, regulatory and sales milestones, and may receive various royalties on net sales from its licensing and collaboration agreements, subject to the terms and conditions of those agreements.

### **Summary of Significant Accounting Policies**

There have been no changes to the significant accounting policies disclosed in the Company’s most recent Annual Report on Form 10-K for the fiscal year ended September 30, 2024.

### **Recent Accounting Pronouncements**

In January 2025, the Financial Accounting Standards Board (“FASB”) issued Accounting Standard Update (“ASU”) 2024-03, *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses*, in November 2024, and ASU 2025-01, *Clarifying the Effective Date*. These

updates require entities to provide disaggregated disclosure of income statement expenses. The ASUs do not affect the expense captions presented on the face of the income statement but instead require the disaggregation of certain expense captions into specified categories within the footnotes to the financial statements. The ASUs will become effective for the Company beginning October 1, 2027, and is not expected to have a material impact on its consolidated financial statements and related disclosures.

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures*, to improve its income tax disclosure requirements. Under the guidance, entities must annually (1) disclose specific categories in the rate reconciliation and (2) provide additional information for reconciling items that meet a quantitative threshold. This ASU will become effective for the Company beginning October 1, 2025, and is not expected to have a material impact on its consolidated financial statements and related disclosures.

In November 2023, the FASB issued ASU 2023-07, *Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures*, which is intended to improve reportable segment disclosure requirements, primarily through additional disclosures about significant segment expenses. This ASU requires public companies with a single reportable segment to provide all disclosures required under ASC 280. In addition, this ASU requires public companies to include in interim reports all disclosures related to a reportable segment's profit or loss and assets that are currently required in annual reports. While the ASU implements further segment disclosure requirements, it does not change how an entity identifies its operating or reportable segments and it will have no impact on the Company's consolidated financial condition, results of operations or cash flows. This ASU is applicable to the Company's Annual Report on Form 10-K for the fiscal year ending September 30, 2025, and subsequent interim periods. Early adoption is permitted and the amendments must be applied retrospectively to all prior periods presented.

## NOTE 2. COLLABORATION AND LICENSE AGREEMENTS

The following table provides a summary of revenue recognized:

	Three Months Ended December 31,	
	2024	2023
	(in thousands)	
GSK	\$ 2,500	\$ 2,683
Takeda	—	86
<b>Total</b>	<b>\$ 2,500</b>	<b>\$ 3,551</b>

The following table summarizes the balance of receivables and contract liabilities related to the Company's collaboration and license agreements:

	December 31, 2024	September 30, 2024
	(in thousands)	
Receivables included in accounts receivable	\$ 2,500	\$ —
Contract liabilities included in deferred revenue	\$ —	\$ —

### *GlaxoSmithKline Intellectual Property (No. 3) Limited ("GSK")*

#### GSK-HSD License Agreement

On November 22, 2021, GSK and the Company entered into an Exclusive License Agreement (the "GSK-HSD License Agreement"). Under the GSK-HSD License Agreement, GSK has received an exclusive license for GSK-4532990 (formerly ARO-HSD). The exclusive license is worldwide with the exception of greater China. GSK is wholly responsible for all clinical development and commercialization of GSK-4532990 in its territory.

The Company has completed its performance obligation related to this agreement, and the upfront payment of \$120.0 million was fully recognized in the year ended September 30, 2022. Further, GSK dosed the first patient in a Phase 2b trial in March 2023 and paid a \$30.0 million milestone payment to the Company in the third quarter of fiscal 2023.

The Company is eligible for an additional payment of \$100.0 million upon achieving the first patient dosed in a Phase 3 trial. Furthermore, should the Phase 3 trial read out positively, and the potential new medicine receives regulatory approval in major markets, the deal provides for commercial milestone payments to the Company of up to \$190.0 million at first commercial sale, and up to \$590.0 million in sales-related milestone payments. The Company is further eligible to receive tiered royalties on net product sales in a range of mid-teens to twenty percent.

#### **GSK-HBV Agreement**

On December 11, 2023, the Company entered into an Amended and Restated License Agreement with GSK (the “GSK-HBV Agreement”) pursuant to which GSK received a worldwide, exclusive license to develop and commercialize daplusiran/tomligisiran (GSK5637608, formerly JNJ-3989), the Company’s third-generation subcutaneously administered RNAi therapeutic candidate being developed as a potential therapy for patients with chronic hepatitis B virus infection.

Under the terms of the GSK-HBV Agreement, the Company received \$2.7 million in December 2023, upon signing the amended GSK-HBV Agreement. Further, GSK dosed the fifth patient in a Phase 2 trial in December 2024, triggering a \$2.5 million milestone payment to the Company which was paid in the second quarter of fiscal 2025. The Company is eligible to receive up to \$830.0 million in development and sales milestone payments under the GSK-HBV Agreement.

As of December 31, 2024, the Company recorded \$2.5 million in accounts receivable and no liabilities.

#### ***Horizon Therapeutics Ireland DAC (“Horizon”)***

In June 2021, Horizon and the Company entered into a collaboration and license agreement (the “Horizon License Agreement”). Under the terms of the Horizon License Agreement, Horizon received a worldwide exclusive license for HZN-457, a clinical-stage medicine being developed by Horizon as a potential treatment for people with uncontrolled gout.

On October 6, 2023, Amgen completed its acquisition of Horizon and subsequently notified the Company of Amgen’s intent to terminate the HZN-457 license. Horizon exercised its right to terminate the Horizon License Agreement for convenience, which took effect on December 21, 2023.

#### ***Takeda Pharmaceutical Company Limited (“Takeda”)***

In October 2020, Takeda and the Company entered into an Exclusive License and Co-Funding Agreement (the “Takeda License Agreement”). Under the Takeda License Agreement, Takeda and the Company will co-develop the Company’s fazirsiran program (formerly TAK-999 and ARO-AAT), the Company’s second-generation subcutaneously administered RNAi therapeutic candidate being developed as a treatment for liver disease associated with alpha-1 antitrypsin deficiency. Within the United States, fazirsiran, if approved, will be co-commercialized under a 50/50 profit sharing structure. Outside the United States, Takeda received an exclusive license to commercialize fazirsiran and will lead the global commercialization strategy, while the Company will be eligible to receive tiered royalties of 20% to 25% on net sales.

The Company determined that the key deliverables included the license and certain R&D services including the Company’s responsibilities to complete the initial portion of the SEQUOIA study, to complete the ongoing Phase 2 AROAAT2002 study and to ensure certain manufacturing of fazirsiran drug product is completed and delivered to Takeda (the “Takeda R&D Services”). Due to the specialized and unique nature of these Takeda R&D Services and their direct relationship with the license, the Company determined that these deliverables represent one distinct bundle and, thus, one performance obligation. Beyond the Takeda R&D Services, which are the responsibility of the Company, Takeda will be responsible for managing future clinical development and commercialization outside the United States. Within the United States, the Company will also participate in co-development and co-commercialization efforts and will co-fund these efforts with Takeda as part of the 50/50 profit sharing structure within the United States. The Company considers the collaborative activities, including the co-development and co-commercialization, to be a separate unit of account within Topic 808, and as such, these co-funding amounts are recorded as research and development expenses or general and administrative expenses, as appropriate.

Under the terms of the Takeda License Agreement, the Company received \$300.0 million as an upfront payment in January 2021 and an additional \$40.0 million upon Takeda’s initiation of a Phase 3 REDWOOD clinical study of fazirsiran in March 2023, and is eligible to receive up to \$527.5 million in additional potential development, regulatory and commercial milestones.

The Company allocated the total \$300.0 million initial transaction price to its one distinct performance obligation for the fazirsiran license and the associated Takeda R&D Services. The Company has substantially completed its performance obligation under the Takeda License Agreement by December 31, 2023. As such, all revenue has been fully recognized as of December 31, 2023. There were no further deferred revenue and contract liabilities as of December 31, 2024.

The Company recorded \$33.6 million as accrued expenses as of December 31, 2024 that was primarily driven by co-development and co-commercialization activities.

#### ***Janssen Pharmaceuticals, Inc. (“Janssen”)***

On April 7, 2023, Janssen voluntarily terminated its collaboration agreement with the Company and the Company regained full rights to ARO-PNPLA3, formerly called JNJ-75220795. ARO-PNPLA3 is in Phase 1 clinical trials, which are

now being developed by the Company.

Further, on December 11, 2023, the Company entered into the GSK-HBV Agreement, as discussed above, pursuant to which GSK received an exclusive license for JNJ-3989 (formerly ARO-HBV). JNJ-3989 had previously been licensed to Janssen in October 2018.

***Amgen Inc. (“Amgen”)***

In September 2016, Amgen and the Company entered into two collaboration and license agreements and a common stock purchase agreement. Under the Second Collaboration and License Agreement (the “Olpasiran Agreement”), Amgen received a worldwide, exclusive license to the Company’s novel RNAi olpasiran (previously referred to as AMG- 890 or ARO-LPA) program. These RNAi molecules are designed to reduce elevated lipoprotein(a), which is a genetically validated, independent risk factor for atherosclerotic cardiovascular disease. Under the Olpasiran Agreement, Amgen is wholly responsible for clinical development and commercialization.

The Company has substantially completed its performance obligations under the Olpasiran Agreement. There were no contract assets and liabilities recorded as of December 31, 2024.

In November 2022, Royalty Pharma Investments 2019 ICAV (“Royalty Pharma”) and the Company entered into a Royalty Purchase Agreement with Royalty Pharma (the “Royalty Pharma Agreement”). In consideration for the payments under the Royalty Pharma Agreement, Royalty Pharma is entitled to receive all royalties otherwise payable by Amgen to the Company under the Olpasiran Agreement. The Company remains eligible to receive up to an additional \$485.0 million in remaining development, regulatory and sales milestone payments payable from Amgen and Royalty Pharma. See Note 11.

***Sarepta Therapeutics, Inc. (“Sarepta”)***

On November 25, 2024, the Company entered into an Exclusive License and Collaboration Agreement (the “Sarepta Collaboration Agreement”) with Sarepta for the co-development and commercialization of multiple clinical and preclinical programs in rare, genetic diseases of the muscle, central nervous system, and lungs.

Under the Sarepta Collaboration Agreement, Sarepta received an exclusive worldwide license to the Company’s ARO-DUX4, ARO-DM1, ARO-MMP7, and ARO-ATXN2 clinical stage programs. Sarepta also received an exclusive sublicensable worldwide license to the Company’s ARO-HTT, ARO-ATXN1, and ARO-ATXN3 preclinical stage programs.

Further, Sarepta may select up to six gene targets for which the Company will perform discovery, optimization and preclinical development activities to identify RNAi compounds against each selected target. Upon completion of the Company’s preclinical activities, Sarepta will receive an exclusive license to the Company’s intellectual property rights to exploit those compounds and be wholly responsible for clinical development and commercialization of each compound.

Under the terms of the Sarepta Collaboration Agreement, together with the Stock Purchase Agreement (the “Stock Purchase Agreement”) the Company entered into with an affiliate of Sarepta (See Note 6), the Company expects to receive \$500.0 million as an upfront payment under the Collaboration Agreement, \$325.0 million in the form of an equity investment under the Stock Purchase Agreement, and \$250.0 million to be paid in annual installments of \$50.0 million over 5 years. The Company is also eligible to receive \$300.0 million in near-term payments associated with the continued enrollment of certain cohorts of a Phase 1/2 study. Further, for each of the 13 programs, the Company is eligible to receive development milestone payments between \$110.0 million and \$180.0 million per program and sales milestone payments between \$500.0 million and \$700.0 million per program, subject to the terms and conditions of the Sarepta Collaboration Agreement. The Company is also eligible to receive tiered royalties on net sales of licensed products of up to the low double digits.

**NOTE 3. BALANCE SHEET ACCOUNTS****Property, Plant and Equipment**

The following table summarizes the Company's major classes of property, plant and equipment:

	December 31, 2024	(in thousands)		September 30, 2024
Land	\$	2,996	\$	2,996
Buildings		238,775		75,988
Research equipment		68,868		65,353
Manufacturing equipment		2,574		—
Furniture		5,594		5,594
Computers and software		1,028		981
Leasehold improvements		104,389		104,410
Construction in progress		25,661		188,731
		449,885		444,053
Less: Accumulated depreciation and amortization		(62,816)		(58,021)
Property, plant and equipment, net	\$	387,069	\$	386,032

Depreciation and amortization expense for property, plant and equipment for the three months ended December 31, 2024 and 2023 was \$4.8 million and \$3.8 million, respectively.

During the first quarter of fiscal 2025, the Company completed the build out of its manufacturing facility in Verona, Wisconsin. This resulted in the reclassification of \$162.7 million from construction in progress to building and \$2.6 million to manufacturing equipment as of December 31, 2024. Additionally, the Company began depreciating the newly completed manufacturing facility over a 39-year period and the manufacturing equipment over 7- or 10-year periods.

During the first quarter of fiscal 2024, the Company completed the build out of its laboratory and office facilities in Verona, Wisconsin, which resulted in the reclassification of \$76.0 million from construction in progress to buildings as of December 31, 2024.

**Accrued Expenses**

Accrued expenses consist of the following:

	December 31, 2024	(in thousands)		September 30, 2024
Accrued R&D expenses	\$	20,379	\$	28,069
Accrued R&D expenses; co-development		33,554		23,351
Accrued capital expenditures		2,574		4,206
Other		2,894		7,391
Total accrued expenses	\$	59,401	\$	63,017

**NOTE 4. INVESTMENTS**

The Company's investments consisted of the following:

As of December 31, 2024				
(in thousands)				
Adjusted Basis	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	
Available-for-sale securities	\$ 498,743	\$ 387	\$ (84)	\$ 499,046
<b>Total current investments</b>	<b>\$ 498,743</b>	<b>\$ 387</b>	<b>\$ (84)</b>	<b>\$ 499,046</b>

As of September 30, 2024				
(in thousands)				
Adjusted Basis	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value	
Available-for-sale securities	\$ 577,465	\$ 837	\$ (26)	\$ 578,276
<b>Total current investments</b>	<b>\$ 577,465</b>	<b>\$ 837</b>	<b>\$ (26)</b>	<b>\$ 578,276</b>

The following table summarizes the contract maturity of the available-for-sale securities as of:

	December 31, 2024		September 30, 2024	
	(in thousands)			
Within one year	\$	474,459	\$	578,27
After one to two years		24,587		-
<b>Total</b>	<b>\$</b>	<b>499,046</b>	<b>\$</b>	<b>578,27</b>

As of December 31, 2024 and September 30, 2024, the gross unrealized losses were immaterial. The Company has determined that the available-for-sale securities that were in an unrealized loss position did not have any credit loss impairment as of December 31, 2024 and 2023.

**NOTE 5. INTANGIBLE ASSETS**

Intangible assets subject to amortization include patents and a license agreement capitalized as part of the Novartis RNAi asset acquisition in March 2015. The following table presents the components of intangible assets:

	Gross Carrying Amount	Accumulated Amortization	Impairment	Net Carrying Amount	Useful Lives
	(in thousands)				(in years)
<b>As of December 31, 2024</b>					
Patents	\$ 21,728	\$ 15,261	\$ —	\$ 6,467	14
License	3,129	1,459	—	1,670	21
<b>Total intangible assets, net</b>	<b>\$ 24,857</b>	<b>\$ 16,720</b>	<b>\$ —</b>	<b>\$ 8,137</b>	
<b>As of September 30, 2024</b>					
Patents	\$ 21,728	\$ 14,873	\$ —	\$ 6,855	14
License	3,129	1,422	—	1,707	21
<b>Total intangible assets, net</b>	<b>\$ 24,857</b>	<b>\$ 16,295</b>	<b>\$ —</b>	<b>\$ 8,562</b>	

Intangible assets are reviewed annually for impairment and more frequently if potential impairment indicators exist. No impairment indicators were identified during the three months ended December 31, 2024 and 2023.

Intangible assets with definite useful lives are amortized on a straight-line basis over their useful lives. Intangible assets amortization expense was \$0.4 million for the three months ended December 31, 2024 and 2023. None of the intangible assets with definite useful lives are anticipated to have a residual value.

The following table presents the estimated future amortization expense related to intangible assets as of December 31, 2024:

Year Ending September 30,	Amortization Expense
	(in thousands)
2025 (remainder)	\$ 1,275
2026	1,700
2027	1,700
2028	1,700
2029	795
2030 and thereafter	967
<b>Total</b>	<b>\$ 8,137</b>

## NOTE 6. STOCKHOLDERS' EQUITY

The following table summarizes the Company's shares of common stock and preferred stock:

	Par Value	Shares		
		Authorized	Issued	Outstanding
(in thousands)				
<b>As of December 31, 2024</b>				
Common stock <sup>(1)</sup>	\$ 0.001	290,000	125,572	125,572
Preferred stock	\$ 0.001	5,000	—	—
<b>As of September 30, 2024</b>				
Common stock	\$ 0.001	290,000	124,376	124,376
Preferred stock	\$ 0.001	5,000	—	—

(1) Includes shares of common stock into which the Avoro Pre-Funded Warrants may be exercised.

As of December 31, 2024 and September 30, 2024, respectively, 11,663,040 and 11,492,293 shares of common stock were reserved for issuance upon exercise of options and vesting of restricted stock units granted or available for grant under the Company's 2013 and 2021 Incentive Plans, as well as for other inducement grants made to new employees under Rule 5635(c)(4) of the Nasdaq Listing Rules.

On November 25, 2024, the Company entered into a Securities Purchase Agreement (the "Securities Purchase Agreement") with an institutional and accredited investor for a private placement of pre-funded warrants to purchase shares of common stock with an exercise price of \$0.001 per share ("Avoro Pre-Funded Warrants"). Pursuant to the Securities Purchase Agreement, the Company sold pre-funded warrants to purchase up to 917,441 shares of common stock at a purchase price of \$27.25 per pre-funded warrant, for an aggregate value of approximately \$25.0 million. The outstanding Avoro Pre-Funded Warrants are exercisable at any time and do not have an expiration date.

The Company determined that the Avoro Pre-Funded Warrants are freestanding financial instruments because they (i) are immediately exercisable, (ii) do not embody an obligation for the Company to repurchase its shares, (iii) permit the holders to receive a fixed number of shares of common stock upon exercise, and (iv) are indexed to the Company's common stock. As such, the Company evaluated the Avoro Pre-Funded Warrants to determine whether they represent instruments that require liability classification pursuant to the guidance in ASC 480. However, the Company concluded that the Avoro Pre-Funded Warrants are not a liability within the scope of ASC 480 due to their characteristics. Further, the Company determined that the Avoro Pre-Funded Warrants do not meet the definition of a derivative under ASC 815 because they do not meet the criteria regarding no or little initial net investment. Accordingly, the Company assessed the Avoro Pre-Funded Warrants relative to the guidance in ASC 815-40, *Contracts in Entity's Own Equity*, to determine the appropriate treatment. The Company concluded that the Avoro Pre-funded Warrants are both indexed to its own stock and meet all other conditions for equity classification. Accordingly, the Company has classified the Avoro Pre-funded Warrants as permanent equity. As of December 31, 2024, no shares underlying the Avoro Pre-Funded Warrants had been exercised.

In connection with the Sarepta Collaboration Agreement, on November 25, 2024, the Company entered into the Stock Purchase Agreement with an affiliate of Sarepta for a private placement of shares of common stock of the Company (the "Private Placement"). Pursuant to the Stock Purchase Agreement, the Company sold 11,926,301 shares of common stock, at a price per share of \$27.25, for an aggregate value of approximately \$325.0 million. The Private Placement closed on February 7, 2025.

On December 2, 2022, the Company entered into an open market sale agreement (the "Open Market Sale Agreement"), pursuant to which the Company may, from time to time, sell up to \$250,000,000 in shares of the Company's common stock through Jefferies LLC, acting as the sales agent and/or principal, in an at-the-market offering ("ATM Offering"). The Company is not required to sell shares under the Open Market Sale Agreement. The Company will pay Jefferies LLC a commission of up to 3.0% of the aggregate gross proceeds received from all sales of the common stock under the Open Market Sale Agreement. Unless otherwise terminated, the ATM Offering shall terminate upon the earlier of (i) the sale of all shares of common stock subject to the Open Market Sale Agreement and (ii) the termination of the Open Market Sale Agreement as permitted therein. The Company and Jefferies may each terminate the Open Market Sale Agreement at any time upon prior notice. As of December 31, 2024, no shares have been issued under the Open Market Sale Agreement.

## NOTE 7. COMMITMENTS AND CONTINGENCIES

### **Litigation**

From time to time, the Company may be subject to various claims and legal proceedings in the ordinary course of business. If the potential loss from any claim, asserted or unasserted, or legal proceeding is considered probable and the amount is reasonably estimable, the Company will accrue a liability for the estimated loss. There were no contingent liabilities recorded as of December 31, 2024.

### **Commitments**

The Company owns land in the Verona Technology Park in Verona, Wisconsin, where it has constructed an approximately 160,000 square foot drug manufacturing facility and an approximately 140,000 square foot laboratory and office facility to support manufacturing process development and analytical activities.

As of December 31, 2024, the build-out of these facilities was completed, with total costs incurred of \$291.2 million. The Company has an expected outstanding balance of approximately \$6.8 million remaining to be settled.

## NOTE 8. LEASES

**Pasadena, California:** The Company leases 49,000 square feet of office space located at 177 East Colorado Blvd. for its corporate headquarters from 177 Colorado Owner, LLC, which lease expires on April 30, 2027. The lease contains an option to renew for one additional five-year term. The Company is not reasonably certain that it will exercise this option to renew and therefore it is not included in right-of-use assets and liabilities as of December 31, 2024.

**San Diego, California:** The Company leases 144,000 square feet of office and research and development laboratory space located at 10102 Hoyt Park from 11404 & 11408 Sorrento Valley Owner, LLC, which lease expires on April 30, 2038. Pursuant to the lease, within twelve months of the expiration of the initial 15-year term, the Company has the option to extend the lease for up to one additional ten-year term, with certain annual increases in base rent. The Company is not reasonably certain that it will exercise this option to renew and therefore it is not included in right-of-use assets and liabilities as of December 31, 2024.

The lease agreement, as amended, granted the Company the right to receive an Additional Tenant Improvement Allowance (“ATIA”) funded by the lessor. The Company received \$30.8 million in ATIA, including a final payment of \$3.1 million during the first quarter of fiscal 2024. As a result, the Company remeasured its lease liability and right-of-use assets to reflect these additional allowances and the related increased lease payments. The Company has further concluded that these ATIAs have no effects on the classification of the lease.

**Madison, Wisconsin:** The Company leases 107,000 square feet space located at 502 South Rosa Road for its office and laboratory facilities, which lease expires on September 30, 2031. The lease contains options to renew for two terms of five years. The Company is not reasonably certain that it will exercise this option and therefore it is not included in right-of-use assets and liabilities as of December 31, 2024.

The components of lease assets and liabilities along with their classification on the Company’s consolidated balance sheets were as follows:

Lease Assets and Liabilities	Classification	December 31, 2024		September 30, 2024	
		(in thousands)			
Operating lease assets	Right-of-use assets	\$	44,869	\$	45,255
Current operating lease liabilities	Lease liabilities		6,560		6,342
Non-current operating lease liabilities	Lease liabilities, net of current portion		109,296		111,027

Lease Cost	Classification	Three Months Ended December 31,	
		2024	2023
(in thousands)			
Operating lease cost	Research and development	\$ 2,811	\$ 2,994
	General and administrative expense	493	476
Variable lease cost <sup>(1)</sup>	Research and development	985	779
	General and administrative expense	—	—
<b>Total</b>		<b>\$ 4,289</b>	<b>\$ 4,249</b>

(1) Variable lease cost is primarily related to operating expenses associated with the Company's operating leases.

There was \$0 short-term lease cost during the three months ended December 31, 2024 and 2023, respectively.

The following table presents maturities of operating lease liabilities on an undiscounted basis as of December 31, 2024:

Year	Amounts	
	(in thousands)	
2025 (remainder of fiscal year)	\$	11,616
2026		15,799
2027		14,974
2028		13,619
2029		13,905
2030 and thereafter		114,790
<b>Total</b>	<b>\$</b>	<b>184,703</b>
Less imputed interest	\$	(68,847)
<b>Total operating lease liabilities (includes current portion)</b>	<b>\$</b>	<b>115,856</b>

Supplemental cash flow and other information related to leases was as follows:

	Three Months Ended December 31,	
	2024	2023
Cash received for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ —	\$ 3,099
Right-of-use assets adjusted in exchange for new/amended operating lease liabilities	\$ —	\$ 64
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	\$ 3,840	\$ 2,080
Weighted-average remaining lease term (in years)	12.4	13.3
Weighted-average discount rate	8.0 %	8.0 %

## NOTE 9. STOCK-BASED COMPENSATION

The Company has three plans that provide for equity-based compensation.

Under the 2013 Incentive Plan (the "2013 Plan"), 2,855,923 shares of the Company's common stock are reserved for grants of stock options and restricted stock awards to employees and directors as of December 31, 2024.

Under the 2021 Incentive Plan (the "2021 Plan"), 8,000,000 shares (subject to certain adjustments) of the Company's common stock are reserved for grants of stock options, stock appreciation rights, restricted and unrestricted stock, performance awards, cash awards and other awards convertible into or otherwise based on shares of the Company's common stock. The maximum number of shares authorized under the 2021 Plan will be (i) reduced by any shares subject to awards made under the 2013 Plan after January 1, 2021, and (ii) increased by any shares subject to outstanding awards

under the 2013 Plan as of January 1, 2021 that, after January 1, 2021, are canceled, expired, forfeited or otherwise not issued under such awards (other than as a result of being tendered or withheld to pay the exercise price or withholding taxes in connection with any such awards) or settled in cash. As of December 31, 2024, the total number of shares available for issuance was 4,262,537 shares, which includes 161,085 and 277,690 shares that were forfeited under the 2013 and 2021 Plans, respectively, and 4,176,238 shares have been granted under the 2021 Plan.

Under the Company's Inducement Plan (the "Inducement Plan"), 832,950 shares of the Company's common stock are authorized for issuance pursuant to grants of stock options, stock appreciation rights, restricted and unrestricted stock, stock units (including restricted stock units), performance awards, cash awards, and other awards convertible into or otherwise based on shares of the Company's common stock. Awards under the Inducement Plan may only be granted to new employees of the Company in accordance with the provisions of Rule 5635(c)(4) of the Nasdaq Listing Rules. As of December 31, 2024, the total number of shares remaining available for issuance was 453,601 shares, and 428,800 shares have been granted under the Inducement Plan.

In addition, prior to adoption of the Inducement Plan, the Company previously granted stand-alone inducement awards in the form of stock options and restricted stock units outside of the Company's equity plans to new employees under Rule 5635(c)(4) of the Nasdaq Listing Rules. As of December 31, 2024, there were 602,939 and 183,750 shares underlying outstanding stand-alone inducement options and restricted stock units, respectively.

The following table presents a summary of awards outstanding attributable to Arrowhead Pharmaceuticals, Inc.:

	As of December 31, 2024			
	2013 Plan	2021 Plan	Inducement Awards	Total
<b>Granted and outstanding awards:</b>				
Options	1,248,038	32,151	602,939	1,883,128
Restricted stock units	1,607,885	2,943,382	512,507	5,063,774
<b>Total</b>	<b>2,855,923</b>	<b>2,975,533</b>	<b>1,115,446</b>	<b>6,946,802</b>

The following table summarizes stock-based compensation expenses included in operating expenses:

	Three Months Ended December 31,	
	2024	2023
	(in thousands)	
Research and development	\$ 6,846	\$ 7,329
General and administrative		
<b>Total</b>	<b>\$ 14,175</b>	<b>\$ 7,329</b>

#### Stock Option Awards

The following table presents a summary of the stock option activity for the three months ended December 31, 2024:

	Shares	Weighted-Average Exercise Price Per Share	Weighted-Average Remaining Contractual Term (Years)	Aggregate Intrinsic Value
Outstanding at September 30, 2024	1,978,516	\$ 23.39		
Granted	—	—		
Cancelled or expired	(25,882)	40.20		
Exercised	(69,506)	9.06		
Outstanding at December 31, 2024	1,883,128	\$ 23.69	3.3	\$ 12,408,737
Exercisable at December 31, 2024	1,882,710	\$ 23.68	3.3	\$ 12,408,737

The aggregate intrinsic values represent the amount by which the market price of the underlying stock exceeds the exercise price of the option. The total intrinsic value of the options exercised during the three months ended December 31, 2024 and 2023 was \$0.9 million and \$0.6 million, respectively.

Stock-based compensation expense related to stock options outstanding for the three months ended December 31, 2024 and 2023, was \$0.1 million and \$1.5 million, respectively.

As of December 31, 2024, the pre-tax compensation expense for all outstanding unvested stock options is considered nominal and will be recognized in the Company's results of operations over a weighted average period of 4 days.

The fair value of each stock option award is estimated on the date of grant using the Black-Scholes option pricing model. The Black-Scholes option pricing model was developed for use in estimating the fair value of traded options, which do not have vesting restrictions and are fully transferable. The determination of the fair value of each stock option is affected by the Company's stock price on the date of grant, as well as assumptions regarding a number of highly complex and subjective variables. Because the Company's employee stock options have characteristics significantly different from those of traded options, and because changes in the subjective input assumptions can materially affect the fair value estimate, the existing models do not necessarily provide a reliable single measure of the fair value of its employee stock options. No options were granted during the three months ended December 31, 2024 and 2023.

**Visirna ESOP:** On October 1, 2023, Visirna, a subsidiary of the Company, granted 7,500,000 stock options to its employees from the Employee Stock Option Plan (the "Visirna ESOP"), which authorizes 20,000,000 shares for issuance. The Visirna ESOP is independently managed by Visirna, including the valuation process. For the three months ended December 31, 2024 and 2023, stock-based compensation expense related to the Visirna ESOP was \$1.0 million and \$2.0 million, respectively.

**Restricted Stock Units**

Restricted Stock Units ("RSUs"), including market-based, time-based and performance-based awards, have been granted under the Company's 2013 and 2021 Plans, the Inducement Plan, and as inducements awards granted outside of the Company's equity-based compensation plans. At vesting, each outstanding RSU will be exchanged for one share of the Company's common stock. RSU awards generally vest subject to the satisfaction of service requirements or the satisfaction of both service requirements and achievement of certain performance targets.

The following table summarizes the activity of the Company's RSUs:

	Number of RSUs	Weighted- Average Grant Date Fair Value Per Share
Outstanding at September 30, 2024	4,913,312	\$ 49.61
Granted	493,148	20.20
Vested	(209,122)	62.88
Forfeited	(133,564)	35.12
Outstanding at December 31, 2024	5,063,774	\$ 46.58

The fair value of RSUs was determined based on the closing price of the Company's common stock on the grant date, with consideration given to the probability of achieving service and/or performance conditions for awards.

For the three months ended December 31, 2024 and 2023, the Company recorded \$14.1 million and \$16.2 million of expense related to RSUs, respectively. As of December 31, 2024, there was \$75.3 million of total unrecognized compensation cost related to RSUs that is expected to be recognized over a weighted-average period of 1.5 years.

**NOTE 10. FAIR VALUE MEASUREMENTS**

The Company employs a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The Company's valuation techniques and inputs used to measure fair value and the definition of the three levels (Level 1, Level 2, and Level 3) of the fair value hierarchy are disclosed in Note 10 - Fair Value Measurements of Notes to Consolidated Financial Statements of Part IV, "Item 15. Exhibits and Financial Statement Schedules" of its Annual Report on Form 10-K for the year ended September 30, 2024.

The Company uses prices and inputs that are current as of the measurement date, including during periods of market disruption. In periods of market disruption, the ability to observe prices and inputs may be reduced for many instruments. This condition could cause an instrument to be reclassified from Level 1 to Level 2, or from Level 2 to Level 3. The Company recognizes transfers between levels at either the actual date of the event or a change in circumstances that caused

the transfer. As of December 31, 2024 and September 30, 2024, the Company did not have any financial assets or financial liabilities based on Level 3 measurements.

The following table presents information about the Company's assets and liabilities measured at fair value on a recurring basis, and indicates the fair value hierarchy of the valuation techniques utilized by the Company:

	December 31, 2024			
	Level 1	Level 2	Level 3	Total
	(in thousands)			
<b>Available-for-sale securities</b>				
U.S. government and agency securities	\$ —	\$ 135,718	\$ —	\$ 135,718
Commercial notes	—	136,944	—	136,944
Corporate debt securities	—	226,384	—	226,384
<b>Total available-for-sale securities</b>	—	499,046	—	499,046
<b>Cash equivalents</b>				
Money market instruments	27,290	—	—	27,290
Commercial notes	—	2,996	—	2,996
<b>Total cash equivalents</b>	27,290	2,996	—	30,286
<b>Total financial assets</b>	\$ 27,290	\$ 502,042	\$ —	\$ 529,332
<b>September 30, 2024</b>				
	Level 1	Level 2	Level 3	Total
(in thousands)				
<b>Available-for-sale securities</b>				
U.S. government and agency securities	\$ —	\$ 160,723	\$ —	\$ 160,723
Commercial notes	—	179,714	—	179,714
Corporate debt securities	—	237,839	—	237,839
<b>Total available-for-sale securities</b>	—	578,276	—	578,276
<b>Cash equivalents</b>				
Money market instruments	66,966	—	—	66,966
<b>Total cash equivalents</b>	66,966	—	—	66,966
<b>Total financial assets</b>	\$ 66,966	\$ 578,276	\$ —	\$ 645,242

#### NOTE 11. LIABILITY RELATED TO THE SALE OF FUTURE ROYALTIES

In November 2022, the Company and Royalty Pharma entered into the Royalty Pharma Agreement, pursuant to which Royalty Pharma agreed to pay up to \$410.0 million in cash to the Company in consideration for the Company's future royalty interest in olpasiran, originally developed by the Company and licensed to Amgen in September 2016 under the Olpasiran Agreement.

Pursuant to the Royalty Pharma Agreement, Royalty Pharma paid \$250.0 million upfront and agreed to pay up to an additional \$160.0 million in aggregate one-time milestone payments due if and when the following milestone events occur: (i) \$50.0 million on completion of enrollment in the OCEAN Phase 3 clinical trial for olpasiran, (ii) \$50.0 million upon receipt of FDA approval of olpasiran for an approved indication (reduction in the risk of myocardial infarction, urgent coronary revascularization, or coronary heart disease death in adults with established cardiovascular disease and elevated Lp(a)), and (iii) \$60.0 million upon Royalty Pharma's receipt of at least \$70.0 million of royalty payments under the Royalty Pharma Agreement in any single calendar year. During the third quarter of fiscal 2024, Amgen completed enrollment of the Phase 3 OCEAN(a) outcomes trial of olpasiran, which triggered a \$50.0 million milestone payment that the Company received in the same quarter.

In consideration for the payment of the foregoing amounts under the Royalty Pharma Agreement, Royalty Pharma is entitled to receive all royalties otherwise payable by Amgen to the Company under the Olpasiran Agreement. The Company remains eligible to receive any milestone payments potentially payable by Amgen under the Olpasiran

Agreement.

The Company has evaluated the terms of the Royalty Pharma Agreement and concluded, in accordance with the relevant accounting guidance, that the Company accounted for the transaction as debt and the funding of \$250.0 million and \$50.0 million from Royalty Pharma were recorded as liabilities related to the sale of future royalties on its consolidated balance sheets. The Company is not obligated to repay these funds received under the Royalty Pharma Agreement.

The Company records the obligations at their carrying value using the effective interest method. In order to amortize the sale of future royalties, the Company utilizes the prospective method to estimate the future royalties to be paid by the Company to the counterparty over the life of the arrangement. Under the prospective method, a new effective interest rate is determined based on the revised estimate of remaining cash flows. The new rate is the discount rate that equates the present value of the revised estimate of remaining cash flows with the carrying amount of the debt, and it will be used to recognize non-cash interest expense for the remaining periods. The Company periodically assesses the amount and the timing of expected royalty payments using a combination of internal projections and forecasts from external sources. The estimates of future net product sales (and resulting royalty payments) are based on key assumptions including population, penetration, probability of success and sales price, among others. To the extent such payments are greater or less than the Company's initial estimates or the timing of such payments is different than its original estimates, the Company will prospectively adjust the amortization of the royalty financing obligations and the effective interest rate. As of December 31, 2024, the estimated effective interest rate was 6.3%.

The following table presents the activity with respect to the liability related to the sale of future royalties.

	December 31, 2024	September 30, 2024
	(in thousands)	
Beginning carrying value	\$ 341,361	\$ 268,326
Milestone payment received	—	50,000
Non-cash interest expense recognized	5,415	23,035
Ending carrying value	\$ 346,776	\$ 341,361

#### NOTE 12. FINANCING AGREEMENT

On August 7, 2024 (the "Closing Date"), the Company entered into the Financing Agreement with the guarantors party thereto, the lenders party thereto (the "Lenders"), and Sixth Street Lending Partners ("Sixth Street"), as the administrative agent and collateral agent for the Lenders. The Financing Agreement establishes a senior secured term loan facility of \$500.0 million (the "Credit Facility"), consisting of \$400.0 million funded on the Closing Date and an additional \$100.0 million available at the Company's option, subject to mutual agreement with Sixth Street, over the seven-year term. The outstanding principal balance of this Credit Facility, along with the accrued but unpaid interest, is due and payable on August 7, 2031 and bears interest at an annual rate of 15.0%. On the Closing Date, the Company received net proceeds of \$390.7 million, after issuance costs. Additional fees related to third parties have been paid as of December 31, 2024.

The Company is permitted to use the net proceeds for working capital, capital expenditures and general corporate purposes of the Company and its subsidiaries.

The Company will have the right to prepay loans under the Credit Facility at any time. The Company is required to partially repay loans under the Credit Facility with proceeds from certain asset sales, condemnation events and extraordinary receipts, subject, in some cases, to reinvestment rights. If the Company repays in full the aggregate principal outstanding under the Credit Facility and such payment in full occurs on or prior to August 7, 2028, the Company will be required to make an additional payment to the lenders under the Credit Facility on such date in an amount necessary for the lenders to achieve a multiple of two times on invested capital of the aggregate principal amount funded on the Closing Date. If such payment in full occurs after August 7, 2028, the Company will be required to make an additional payment to the lenders under the Credit Facility on such date in an amount necessary for the lenders to achieve the greater of the multiple of two times on invested capital of the aggregate principal amount funded on the Closing Date and the present value of all interest payments that would have been payable from such date through the maturity date of the Credit Facility. On November 26, 2024, the Company entered into an amendment to the Financing Agreement to modify, amongst other things, the requirements to make prepayments of the loans under the Credit Facility with respect to certain transactions.

The Company paid \$1.6 million during the second quarter of fiscal 2025, representing 65% of the milestone payments from GSK under the Credit Facility term. See Note 2.

All obligations under the Financing Agreement will be secured on a first-priority basis, subject to certain exceptions, by security interests in substantially all assets of the Company and material subsidiaries of the Company, including its

intellectual property, and will be guaranteed by material subsidiaries of the Company, including foreign subsidiaries, subject to certain exceptions.

The Financing Agreement contains customary covenants, including, without limitation, a financial covenant to maintain liquidity (cash, cash equivalents and investments) of at least \$100.0 million if the Company's market capitalization is above \$1.5 billion, and negative covenants that, subject to certain exceptions, restrict indebtedness, liens, investments (including acquisitions), fundamental changes, asset sales and licensing transactions, dividends, modifications to material agreements, payment of subordinated indebtedness, and other matters customarily restricted in such agreements. The Company is subject to restrictions on sales and licensing transactions with respect to certain core intellectual property, subject to certain exceptions, including certain transactions related to areas outside the United States, United Kingdom, European Union, Japan and China.

The Financing Agreement contains certain embedded features that were identified and evaluated as not material to the consolidated financial statements.

The outstanding balance of the Credit Facility consisted of the following:

	December 31, 2024	September 30, 2024	
	(in thousands)		
Initial Term Loan	\$ 400,000	\$	400,000
Accumulated interest on the Initial Term Loan	24,678		9,000
Less: Unamortized debt discount and issuance costs	(15,264)		(15,817)
Less: Current portion of credit facility	(1,625)	\$	—
Credit facility, net of current portion	<u>\$ 407,789</u>	<u>\$</u>	<u>393,183</u>

The following table sets forth total interest expense recognized related to the Credit Facility:

	Three Months Ended December 31,		
	2024	2023	
	(in thousands)		
Amortization of debt discount and issuance costs	\$ 553	\$	—
Contractual interest expense	15,678		—
Total interest expense	<u>\$ 16,231</u>	<u>\$</u>	<u>—</u>

### NOTE 13. NET LOSS PER SHARE

The following table presents the computation of basic and diluted net loss per share.

	Three Months Ended December 31,		
	2024	2023	
	(in thousands, except per share amounts)		
<b>Numerator:</b>			
Net loss attributable to Arrowhead Pharmaceuticals, Inc.	\$ (173,085)	\$	(132,864)
<b>Denominator:</b>			
Weighted-average basic shares outstanding <sup>(1)</sup>	124,848		107,415
Effect of dilutive securities	—		—
Weighted-average diluted shares outstanding <sup>(1)</sup>	124,848		107,415
Basic net loss per share	\$ (1.39)	\$	(1.24)
Diluted net loss per share	\$ (1.39)	\$	(1.24)

(1) Includes shares of common stock into which the Avoro Pre-Funded Warrants may be exercised. See Note 6.

The following table sets forth the potentially dilutive securities that have been excluded from the calculation of

diluted net loss per share because to include them would be anti-dilutive.

	Three Months Ended December 31,	
	2024	2023
	(in thousands)	
Options	739	718
Restricted stock units	3,845	2,826
Total	4,584	3,544

**NOTE 14. SUBSEQUENT EVENTS**

As previously disclosed, on November 25, 2024, the Company and Sarepta entered into the Sarepta Collaboration Agreement for the co-development and commercialization of multiple clinical and preclinical programs in rare, genetic diseases of the muscle, central nervous system, and lungs. The Company also entered into a Stock Purchase Agreement with an affiliate of Sarepta for a private placement of shares of common stock of the Company. On February 7, 2025, after receipt of clearance under the Hart-Scott Rodino Antitrust Improvements Act, the transactions contemplated by the Sarepta Collaboration Agreement and the Stock Purchase Agreement closed. Upon closing, the Company received \$325.0 million for the purchase of 11,926,301 shares of common stock, at a price per share of \$27.25 and will receive \$500.0 million as an upfront payment under the Sarepta Collaboration Agreement. The Company and an affiliate of Sarepta also entered into the previously-disclosed Investor Rights Agreement at closing.

## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

### FORWARD-LOOKING STATEMENTS

*This Quarterly Report on Form 10-Q contains certain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and we intend that such forward-looking statements be subject to the safe harbors created thereby. For this purpose, any statements contained in this Quarterly Report on Form 10-Q except for historical information may be deemed to be forward-looking statements. Without limiting the generality of the foregoing, words such as "may," "might," "will," "expect," "believe," "anticipate," "goal," "endeavor," "strive," "intend," "plan," "project," "could," "estimate," "target," "might," "forecast," "potential," or "continue" or the negative of these words or other variations thereof or comparable terminology are intended to identify forward-looking statements. In addition, any statements that refer to projections of our future financial performance, trends in our business, or other characterizations of future events or circumstances are forward-looking statements. These forward-looking statements include, but are not limited to, statements about the initiation, timing, progress and results of our preclinical studies and clinical trials, and our research and development programs, our expectations regarding regulatory approval for and commercial launch of plozasiran; our expectations regarding the potential benefits of the partnership, licensing and/or collaboration arrangements and other strategic arrangements and transactions we have entered into or may enter into in the future; our beliefs and expectations regarding the amount and timing of future milestone, royalty or other payments that could be due to or from third parties under existing agreements; and our estimates regarding future revenues, research and development expenses, capital requirements and payments to third parties.*

*The forward-looking statements included herein are based on current expectations of our management based on available information and involve a number of risks and uncertainties, all of which are difficult or impossible to predict accurately, and many of which are beyond our control. As such, our actual results and timing of certain events may differ materially from the results discussed, projected, anticipated or indicated in any forward-looking statements. Forward-looking statements are not guarantees of future performance and our actual results of operations, financial condition and cash flows may differ materially. Factors that may cause or contribute to such differences include, but are not limited to, those discussed in more detail in "Item 1. Business" and "Item 1A. Risk Factors" of Part I and "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" of Part II of our most recent Annual Report on Form 10-K. Readers should carefully review these risks, as well as the additional risks described in other documents we file from time to time with the Securities and Exchange Commission (the "SEC"). In light of the significant risks and uncertainties inherent in the forward-looking information included herein, the inclusion of such information should not be regarded as a representation by us or any other person that such results will be achieved, and readers are cautioned not to place undue reliance on such forward-looking information. Statements made herein are as of the date of the filing of this Quarterly Report on Form 10-Q with the SEC and should not be relied upon as of any subsequent date. Except as may be required by law, we disclaim any intent to revise the forward-looking statements contained herein to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.*

### OVERVIEW

The Company develops medicines that treat intractable diseases by silencing the genes that cause them. Using a broad portfolio of RNA chemistries and efficient modes of delivery, the Company's therapies trigger the RNAi interference mechanism to induce rapid, deep and durable knockdown of target genes. RNAi is a mechanism present in living cells that inhibits the expression of a specific gene, thereby affecting the production of a specific protein. RNAi-based therapeutics may leverage this natural pathway of gene silencing to target and shut down specific disease-causing genes.

The Company believes that TRiM™ enabled therapeutics offer several potential advantages over prior generations and competing technologies, including: simplified manufacturing and reduced costs; multiple routes of administration including subcutaneous injection and inhaled administration; the ability to target multiple tissue types including liver, lung, central nervous system (CNS), muscle, and adipose tissue; and the potential for improved safety and reduced risk of intracellular buildup, because there are fewer metabolites from smaller, simpler molecules.

The Company's pipeline includes:

- Hypertriglyceridemia - plozasiran (formerly ARO-APOC3);
- Dyslipidemia - zodasiran (formerly ARO-ANG3);
- Cardiovascular disease - olpasiran (formerly AMG 890 or ARO-LPA, out-licensed to Amgen);
- Inflammatory pulmonary conditions - ARO-RAGE;
- Idiopathic pulmonary fibrosis - ARO-MMP7;

- Metabolic-dysfunction associated steatohepatitis (MASH) - GSK-4532990 (formerly ARO-HSD, out licensed to GSK);
- Alpha-1 antitrypsin deficiency (AATD) - fazirsiran (formerly ARO-AAT, a collaboration with Takeda);
- Chronic hepatitis B virus - daplusiran/tomligisiran (GSK5637608, formerly JNJ-3989, out-licensed to GSK);
- Complement mediated diseases - ARO-C3;
- Metabolic-dysfunction associated steatohepatitis (MASH) - ARO-PNPLA3 (formerly JNJ-75220795 or ARO-JNJ1);
- Facioscapulohumeral muscular dystrophy - ARO-DUX4;
- Dystrophia myotonica protein kinase (DMPK) - ARO-DM1;
- Hepatic expression of complement factor B (CFB) - ARO-CFB;
- Obesity - ARO-INHBE; and
- Spinocerebellar ataxia 2 - ARO-ATXN2.

The Company operates lab facilities in California and Wisconsin, where its research and development activities, including the development of RNAi therapeutics, take place. The Company's principal executive offices are located in Pasadena, California.

The Company continues to develop other clinical candidates for future clinical trials. Clinical candidates are tested internally and through Good Laboratory Practice (GLP) toxicology studies at outside laboratories. Drug materials for such studies and clinical trials are either manufactured internally or contracted to third-party manufacturers. The Company engages third-party contract research organizations (CROs) to manage clinical trials and works cooperatively with such organizations on all aspects of clinical trial management, including plan design, patient recruiting, and follow up. These outside costs, including toxicology/efficacy testing and manufacturing costs, as well as the preparation for and administration of clinical trials, are referred to as "candidate costs." As clinical candidates progress through clinical development, candidate costs will increase.

#### ***The First Quarter of Fiscal 2025 Business Highlights***

Key recent developments through the first quarter of fiscal 2025 included the following:

- Submitted a New Drug Application (NDA) to the U.S. Food and Drug Administration (FDA) on November 16, 2024, which was accepted for filing on January 17, 2025. The FDA provided a Prescription Drug User Fee Act (PDUFA) action date of November 18, 2025, and indicated it is not currently planning to hold an advisory committee meeting;
- Entered into a global and collaboration agreement with Sarepta Therapeutics, Inc. The Company received \$325.0 million as an equity investment on February 7, 2025 and will receive \$500.0 million as an upfront payment during the second quarter of fiscal 2025. The Company will also receive \$250.0 million to be paid in equal installments over five years and is eligible to receive an additional \$300.0 million in near-term payments. Additionally, the Company is eligible to receive royalties on commercial sales and up to approximately \$10.0 billion in future potential milestone payments;
- GSK dosed the fifth patient in a Phase 2 trial in December 2024, triggering a \$2.5 million milestone payment to the Company which was paid in the second quarter of fiscal 2025;
- Announced that the Company has dosed the first subjects in a Phase 1/2a clinical trial of ARO-INHBE;
- Presented interim results from a Phase 1/2a clinical study of ARO-CFB at the 8th Complement-Based Drug Development Summit. The study resulted in multiple promising findings including: (1) ARO-CFO led to dose dependent reductions in circulating CFB protein by up to 90% with greater than 3 months duration, (2) single and multiple doses of ARO-CFB led to near complete inhibition of alternative pathway activity based on Wieslab AP, and (3) single and multiple doses of ARO-CFB led to near complete inhibition of alternative pathway hemolytic activity, measured by AH50; and
- Filed a request for regulatory clearance to initiate Phase 1/2a clinical trial of ARO-ALK7, which is being developed as a potential treatment for obesity.

Net loss attributable to Arrowhead Pharmaceuticals, Inc. was \$173.1 million and \$132.9 million for the three months ended December 31, 2024 and 2023, respectively. Net loss per share – diluted was \$1.39 and \$1.24 for the three months ended December 31, 2024 and 2023, respectively. The change in net loss for the three months ended December 31, 2024 was primarily due to increased research and development expenses, which have continued to increase as the Company's

pipeline of candidates has expanded and progressed through clinical trial phases.

The Company had \$53.9 million of cash, cash equivalents and restricted cash and \$499.0 million in available-for-sale securities as of December 31, 2024, as compared to \$102.7 million of cash, cash equivalents and restricted cash and \$578.3 million in available-for-sale securities as of September 30, 2024. Based upon the Company's current cash and investment resources and operating plan, the Company expects to have sufficient liquidity to fund operations for at least the next twelve months from the date of the issuance of these unaudited consolidated financial statements.

#### **Critical Accounting Estimates**

There have been no significant changes to the Company's critical accounting estimates disclosed in the most recent Annual Report on Form 10-K for the fiscal year ended September 30, 2024.

### **RESULTS OF OPERATIONS**

The following data summarizes the Company's results of operations for the following periods indicated:

	<b>Three Months Ended December 31,</b>	
	<b>2024</b>	<b>2023</b>
<b>(in thousands, except per share amounts)</b>		
Revenue	\$ 2,500	\$ 3,551
Operating loss	\$ (161,412)	\$ (136,545)
Net loss attributable to Arrowhead Pharmaceuticals, Inc.	\$ (173,085)	\$ (132,864)
Net loss per share (diluted) attributable to Arrowhead Pharmaceuticals, Inc.	\$ (1.39)	\$ (1.24)

#### **Revenue**

Total revenue for the three months ended December 31, 2024 and 2023 was \$2.5 million and \$3.6 million, respectively, and was primarily driven by the revenue recognition associated with GSK and Takeda license agreements as discussed below.

The Company has evaluated each agreement in accordance with FASB Topic 808—*Collaborative Arrangements* and Topic 606—*Revenue from Contracts with Customers*. See Note 2 — Collaboration and License Agreements of the Notes to Consolidated Financial Statements of Part I, "Item 1. Financial Statements" for more information on revenue recognized under the collaboration and license agreements.

**GSK:** On December 11, 2023, the Company entered into the GSK-HBV Agreement pursuant to which GSK received a worldwide, exclusive license to develop and commercialize daplusiran/tomligisiran (GSK5637608, formerly JNJ-3989), the Company's third-generation subcutaneously administered RNAi therapeutic candidate being developed as a potential therapy for patients with chronic hepatitis B virus infection.

Under the terms of the GSK-HBV Agreement, the Company received \$2.7 million in December 2023, upon signing the GSK-HBV Agreement. Further, GSK dosed the fifth patient in a Phase 2 trial in December 2024, triggering a \$2.5 million milestone payment to the Company which was paid in the second quarter of fiscal 2025.

**Takeda:** In October 2020, Takeda and the Company entered into the Takeda License Agreement. The Company has allocated the total \$300.0 million initial transaction price to its one distinct performance obligation for the fazirsiran license and the associated Takeda R&D Services. Revenue was recognized using the input method (based on actual patient visits completed versus total estimated visits completed for the ongoing SEQUOIA and AROAAT2002 clinical studies). The Phase 2 study visits for patients in the SEQUOIA and AROAAT2002 studies concluded by December 31, 2023, and the Company has substantially completed its performance obligation under the Takeda License Agreement. As such, all revenue has been fully recognized as of December 31, 2023. During the three months ended December 31, 2023, the Company recorded \$0.9 million revenue.

#### **Operating Expenses**

The analysis below details the operating expenses and discusses the expenditures of the Company within the major expense categories. For purposes of comparison, the amounts for the three months ended December 31, 2024 and 2023 are shown in the tables below.

### Research and Development (R&D) Expenses

R&D expenses are related to the Company's research and development discovery efforts and related candidate costs, which are comprised primarily of outsourced costs related to the manufacturing of clinical supplies, toxicity/efficacy studies and clinical trial expenses. Internal costs primarily relate to discovery operations at the Company's research facilities in California and Wisconsin, including facility costs and laboratory-related expenses. The Company does not separately track R&D expenses by individual research and development projects, or by individual drug candidates. The Company operates in a cross-functional manner across projects and does not separately allocate facilities-related costs, candidate costs, discovery costs, compensation expenses, depreciation and amortization expenses, and other expenses related to research and development activities.

The following table provides details of research and development expenses:

(in thousands)	Three Months Ended December 31, 2024	% of Expense Category	Three Months Ended December 31, 2023	% of Expense Category	Increase (Decrease)	
					\$	%
Candidate costs	\$ 76,896	56 %	\$ 52,956	46 %	\$ 23,940	45 %
R&D discovery costs	12,936	9 %	21,540	18 %	(8,604)	(40)%
Salaries	27,145	20 %	22,595	19 %	4,550	20 %
Facilities related	7,750	6 %	6,542	6 %	1,208	18 %
Total research and development expense, excluding non-cash expense	\$ 124,727	91 %	\$ 103,633	89 %	\$ 21,094	20 %
Stock compensation	7,549	6 %	9,007	8 %	(1,458)	(16)%
Depreciation and amortization	4,726	3 %	3,851	3 %	875	23 %
Total research and development expense	\$ 137,002	100 %	\$ 116,491	100 %	\$ 20,511	18 %

Candidate costs increased \$23.9 million, or 45%, for the three months ended December 31, 2024 compared to the same period of 2023. This increase was primarily due to the additional progression of the Company's pipeline of candidates into and through clinical trials, which resulted in higher manufacturing, outsourced clinical trial, and toxicity study costs.

R&D discovery costs decreased \$8.6 million, or 40%, for the three months ended December 31, 2024 compared to the same period of 2023. This decrease was primarily driven by strategic shifts toward clinical development and commercial launch. R&D discovery costs are influenced by the Company's ongoing discovery efforts, continued advancements into novel therapeutic areas and tissue types, and increasing costs related to CNS studies and lab supplies.

Salaries consist of salary, bonuses, payroll taxes, and related benefits for the Company's R&D personnel. Salaries expense increased \$4.6 million, or 20%, for the three months ended December 31, 2024 compared to the same period of 2023. The increase was primarily due to an increase in R&D headcount that has occurred as the Company has expanded its pipeline of candidates, in addition to annual salary increases.

Facilities-related expense includes lease costs for the Company's research and development facilities in San Diego, California and in Madison and Verona, Wisconsin. These expenses increased \$1.2 million, or 18%, for the three months ended December 31, 2024 compared to the same period of 2023. This increase was primarily due to property taxes charged to the laboratory and office facilities in Verona, Wisconsin, which completed their build out during the first quarter of fiscal 2024.

Stock compensation expense, a non-cash expense, is based up the valuation of stock options and restricted stock units granted to employees. Stock compensation expense decreased \$1.5 million, or 16%, for the three months ended December 31, 2024 compared to the same period of 2023. The decrease was primarily due to the cancellation of awards upon the departure of employees.

Depreciation and amortization expense, a non-cash expense, relates to depreciation on buildings, lab equipment and leasehold improvements. These expenses increased \$0.9 million, or 23% for the three months ended December 31, 2024 compared to the same period of 2023. The increase was primarily attributed to completion of the build out of facilities in Verona, Wisconsin, and the commencement of depreciation.

The Company anticipates these R&D expenses to continue to increase as its pipeline of candidates grows and progresses to later phase clinical trials, in addition to inflationary pressure on goods and services and the labor market.

### General & Administrative Expenses

The following table provides details of general and administrative expenses:

<i>(in thousands)</i>	Three Months Ended December 31, 2024	% of Expense Category	Three Months Ended December 31, 2023	% of Expense Category	Increase (Decrease)	
					\$	%
Salaries	\$ 7,331	27 %	\$ 6,259	27 %	\$ 1,072	17 %
Professional, outside services, and other	10,126	38 %	5,222	22 %	4,904	94 %
Facilities related	1,285	5 %	1,025	4 %	260	25 %
Total general & administrative expense, excluding non-cash expenses	\$ 18,742	70 %	\$ 12,506	53 %	\$ 6,236	50 %
Stock compensation	7,659	28 %	10,687	45 %	(3,028)	(28)%
Depreciation and amortization	509	2 %	412	2 %	97	24 %
Total general & administrative expenses	\$ 26,910	100 %	\$ 23,605	100 %	\$ 3,305	14 %

Salaries expense increased \$1.1 million, or 17%, for the three months ended December 31, 2024 compared to the same period of 2023. The increase was driven by the combination of annual salary increases and increased headcount required to support the Company's growth.

Professional, outside services, and other expenses include costs related to legal, audit, consulting, patent filings, business insurance, other external services, as well as travel, communication, and technology expenses. This expense increased \$4.9 million, or 94%, for the three months ended December 31, 2024 compared to the same period of 2023. The increase was mainly due to professional services associated with commercialization and business development efforts.

Facilities related expense primarily includes rental costs and other facilities-related costs for the Company's corporate headquarters in Pasadena, California.

Stock compensation expense, a non-cash expense, is based on the valuation of stock options and restricted stock units granted to employees. This expense decreased \$3.0 million, or 28%, for the three months ended December 31, 2024 compared to the same period of 2023. The decrease was primarily due to lower compensation costs related to performance awards, as the timing of these expenses can vary based on the achievement of related performance targets.

Depreciation and amortization expense, a noncash expense, was primarily related to amortization of leasehold improvements for the Company's corporate headquarters.

The Company anticipates these general and administrative expenses to continue to increase as its pipeline of candidates grows and progresses to later phase clinical trials including commercialization efforts, in addition to inflationary pressure on goods and services and the labor market.

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

Other income (expense) is primarily related to interest income and expense. Other expense increased \$11.6 million for the three months ended December 31, 2024 compared to the same period of 2023. The increase was primarily due to non-cash interest expense associated with the liability related to the sale of future royalties and the Credit Facility, partially offset by higher income from increased investment yields due to higher average cash balance.

#### **LIQUIDITY AND CAPITAL RESOURCES**

The Company has historically financed its operations through the sale of its equity securities, credit facility, revenue from its licensing and collaboration agreements, and the sale of certain future royalties. Research and development activities have required significant capital investment since the Company's inception and are expected to continue to require significant cash expenditure as the Company's pipeline continues to expand and matures into later stage clinical trials, including commercialization efforts.

The Company's cash, cash equivalents and restricted cash was \$53.9 million as of December 31, 2024 compared to \$102.7 million as of September 30, 2024. Cash invested in available-for-sale securities was \$499.0 million as of December 31, 2024 compared to \$578.3 million as of September 30, 2024.

On December 2, 2022, the Company entered into an open market sale agreement (the "Open Market Sale Agreement"), pursuant to which the Company may, from time to time, sell up to \$250.0 million in shares of the Company's common stock through Jefferies LLC, acting as the sales agent and/or principal, in an at-the-market offering. As of December 31, 2024, no shares have been issued under the Open Market Sale Agreement.

In August 2024, the Company entered into the Credit Facility, which provides for a senior secured term loan facility of \$500.0 million, which includes \$400.0 million funded on the closing date with an additional \$100.0 million at the Company's option during the seven-year term of the agreement. The Company received net proceeds of \$388.9 million, after issuance costs as of September 30, 2024.

The Company believes its current financial resources are sufficient to fund its operations through at least the next twelve months from the date of the issuance of these unaudited consolidated financial statements.

The following table presents a summary of cash flows:

	Three Months Ended December 31,	
	2024	2023
	(in thousands)	
Cash Flow from:		
Operating activities	\$ (146,272)	\$ (117,840)
Investing activities	76,910	64,839
Financing activities	20,634	267
Net decrease in cash, cash equivalents and restricted cash	\$ (48,728)	\$ (52,734)
Cash, cash equivalents and restricted cash at end of period	\$ 53,889	\$ 58,215

During the three months ended December 31, 2024, cash flow used in operating activities was \$146.3 million, which was primarily due to the ongoing expenses related to the Company's research and development programs and general and administrative expenses. Cash provided by investing activities amounted to \$76.9 million, which was primarily attributable to proceeds from maturities of investments of \$118.2 million, offset by capital expenditures of \$7.5 million and investment purchases of \$33.7 million. Cash provided by financing activities of \$20.6 million was primarily related to cash received from the pre-funded warrants and stock option exercises (See Note 6 — Stockholders' Equity of Notes to Consolidated Financial Statements of Part I, "Item 1. Financial Statements.>").

During the three months ended December 31, 2023, cash flow used in operating activities was \$117.8 million, which was primarily due to the ongoing expenses related to the Company's research and development programs and general and administrative expenses. Cash provided by investing activities was \$64.8 million, which was primarily related to sales and maturities of investments of \$133.5 million, offset by capital expenditures of \$68.7 million of construction in progress. Cash provided by financing activities of \$0.3 million was primarily related to cash received from stock option exercises.

#### **Contractual Obligations**

There has been no material change in the Company's contractual obligations from that described in Item 7 of its Annual Report on Form 10-K for the year ended September 30, 2024.

#### **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

There has been no material change in the Company's exposure to market risk from that described in Item 7A of its Annual Report on Form 10-K for the year ended September 30, 2024.

#### **ITEM 4. CONTROLS AND PROCEDURES**

##### **Evaluation of Disclosure Controls and Procedures**

The Company maintains disclosure controls and procedures designed to ensure that information required to be disclosed in its reports filed under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC rules and forms, and that such information is accumulated and communicated to its management, including its Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and management necessarily was required to apply its judgment in evaluating the cost benefit relationship of possible its controls and procedures.

As required by Rule 13a-15(b) of the Exchange Act, the Company carried out an evaluation, under the supervision and with the participation of its management, including its Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of the Company's disclosure controls and procedures as of the end of the quarter

covered by this Quarterly Report on Form 10-Q. Based on the foregoing, the Company's Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures were effective at the reasonable assurance level.

**Changes in Internal Control Over Financial Reporting**

There has been no change in the Company's internal control over financial reporting during the Company's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting. The Company regularly evaluates its controls and procedures and makes improvements in the design and effectiveness of established controls and procedures and the remediation of any deficiencies which may be identified during this process.

## PART II—OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

From time to time, the Company may be involved in routine legal proceedings, as well as demands, claims and threatened litigation, which arise in the normal course of its business. Litigation can be expensive and disruptive to normal business operations. Moreover, the results of legal proceedings, particularly complex legal proceedings, cannot be predicted with any certainty. There have been no material developments in the legal proceedings that the Company disclosed in Part I, Item 3 of its Annual Report on Form 10-K for the year ended September 30, 2024.

### ITEM 1A. RISK FACTORS

The Company's business, results of operations and financial conditions are subject to various risks. These risks are described elsewhere in this Quarterly Report on Form 10-Q and in the Company's other filings with the SEC, including the Company's Annual Report on Form 10-K for the year ended September 30, 2024. There have been no material changes from the risk factors identified in the Company's Annual Report on Form 10-K for the year ended September 30, 2024.

### ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

### ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

### ITEM 4. MINE SAFETY DISCLOSURES

Not Applicable.

### ITEM 5. OTHER INFORMATION

#### (c) Trading Plans

During the quarter ended December 31, 2024, no director or officer (as defined in Exchange Act Rule 16a-1(f)) adopted or terminated trading plans intended to satisfy Rule 10b5-1(c), except as set forth in the following table:

Name	Title	Adoption or Termination Date	Plan Start Date	Plan End Date	Shares Vesting and Subject to Sell-To-Cover <sup>(1)</sup>	Other Shares Being Sold (Subject to Certain Conditions)
James Hamilton	Chief of Discovery and Translational Medicine	Terminated on 10/18/24	12/4/2024	11/28/2025	n/a	30,000

<sup>(1)</sup> This column indicates the total number of shares vesting in connection with equity awards, not the number of shares to be sold. The actual number of shares to be sold will be a smaller number based on whatever is required to satisfy payment of applicable withholding taxes under sell-to-cover arrangements.

**ITEM 6. EXHIBITS**

Exhibit Number	Document Description
3.1	<a href="#">Amended and Restated Certificate of Incorporation (incorporated by reference from Exhibit 3.3 of the Company's Form 8-K filed on April 6, 2016)</a>
3.2	<a href="#">Certificate of Amendment to the Amended and Restated Certificate of Incorporation of Arrowhead Pharmaceuticals, Inc. (incorporated by reference from Exhibit 3.2 of the Company's Form 10-O filed on May 2, 2023)</a>
3.3*	<a href="#">Second Amended and Restated Bylaws of Arrowhead Pharmaceuticals, Inc., as amended January 24, 2023 (incorporated by reference from Exhibit 3.3 of the Company's Form 10-O filed on May 2, 2023)</a>
10.1	<a href="#">Stock Purchase Agreement by and between Company and Sarepta Therapeutics Investments, Inc., dated November 25, 2024 (incorporated by reference from Exhibit 10.48 of the Company's Form 10-K filed on November 26, 2024)</a>
10.2	<a href="#">Securities Purchase Agreement by and between Company and Avoro Life Sciences Fund LLC, dated November 25, 2024 (incorporated by reference from Exhibit 10.49 of the Company's Form 10-K filed on November 26, 2024)</a>
10.3*†	<a href="#">Exclusive License and Collaboration Agreement by and between the Company and Sarepta Therapeutics, Inc., dated November 25, 2024</a>
10.4*†	<a href="#">First Amendment to Financing Agreement by and between Company and Sixth Street Lending Partners, dated November 26, 2024</a>
31.1*	<a href="#">Certification of Chief Executive Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
31.2*	<a href="#">Certification of Chief Financial Officer pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>
32.1**	<a href="#">Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
32.2**	<a href="#">Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
101.INS*	Inline XBRL Instance Document
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
104*	The cover page from this Quarterly Report on Form 10-Q, formatted in Inline XBRL (included as Exhibit 101)

\* Filed herewith.

\*\* Furnished herewith.

† Certain portions of this exhibit were redacted by means of marking such portions with asterisks because the identified portions are (i) not material and (ii) treated as private or confidential by the Company.

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Quarterly Report on Form 10-Q to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated: February 10, 2025

ARROWHEAD PHARMACEUTICALS, INC.

By: /s/ Kenneth A. Myszkowski

Kenneth A. Myszkowski  
Chief Financial Officer

(Principal Financial Officer and Duly Authorized Officer)

**SECOND AMENDED AND RESTATED  
BYLAWS OF  
ARROWHEAD PHARMACEUTICALS, INC.**

**ARTICLE I  
STOCKHOLDERS**

Section 1.1 Annual Meeting.

(a) General. The annual meeting of stockholders shall be held at the hour, date and place, if any, within or without the State of Delaware which is fixed by the Board of Directors, which time, date and place may subsequently be changed at any time by vote of the Board of Directors. If no annual meeting has been held for a period of thirteen (13) months after the corporation's last annual meeting, a special meeting in lieu thereof may be held, and such special meeting shall have, for the purposes of these bylaws or otherwise, all the force and effect of an annual meeting. Any and all references hereafter in these bylaws to an annual meeting or annual meetings also shall be deemed to refer to any special meeting(s) in lieu thereof.

(b) Notice of Stockholder Business and Nominations.

(1) Nominations of persons for election to the Board of Directors and the proposal of other business to be considered by the stockholders may be brought before an annual meeting: (i) by or at the direction of the Board of Directors, (ii) by any stockholder of the corporation who was a stockholder of record at the time of giving of notice provided for in this bylaw, who is entitled to vote at the meeting, who is present (in person or by proxy) at the meeting and who complies with the notice procedures set forth in this bylaw as to such nomination or other business, or (iii) by an Eligible Stockholder (as defined in Section 1.11 below) pursuant to and in accordance with Section 1.11 of these bylaws. For the avoidance of doubt, the foregoing clauses (ii) and (iii) shall be the exclusive means for a stockholder to bring nominations and the foregoing clause (ii) shall be the exclusive means for a stockholder to bring other business properly before an annual meeting (other than matters properly brought under Rule 14a-8 (or any successor rule) under the Securities Exchange Act of 1934, as amended (the "Exchange Act")), and such stockholder must comply with the notice and other procedures set forth in Article I, Section 1.1(b) or Article I, Section 1.11, as applicable, of this bylaw to bring such nominations or other business properly before an annual meeting. In addition to the other requirements set forth in this bylaw, for any proposal of business to be considered at an annual meeting, it must be a proper subject for action by stockholders of the corporation under applicable law.

(2) For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to clause (iii) of Article I, Section 1.1(b)(1) of this bylaw, the stockholder must (i) have given Timely Notice (as defined below) thereof in writing to the Secretary of the corporation, (ii) have provided any updates or supplements to such notice at the times and in the forms required by this bylaw and (iii) together with the beneficial owner(s), if any, on whose behalf the nomination or other business proposal is made, have acted in accordance with the representations set forth in the Solicitation Statement (as defined below) required by this bylaw. To be timely, a stockholder's written notice shall be received by the Secretary at the principal executive offices of the corporation not later than the close of business on the 90th day nor earlier than the close of business on the 120th day prior to the one-year anniversary of the preceding year's annual meeting; provided, however, that in the event the annual meeting is first convened more than 30 days before or more than 60 days after such anniversary date, or if no annual meeting was held in the preceding year, notice by the stockholder to be timely must be received by the Secretary of the corporation not later than the close of business on the later of the 90th day prior to the scheduled date of such annual meeting or the 10th day following the day on which public announcement of the date of such meeting is first made (such notice within such time periods shall be referred to as "Timely Notice"). In no event shall an adjournment or recess of an annual meeting, or a postponement of an annual meeting for which notice of the meeting has already been given to stockholders or a public announcement of the meeting date has already been made, commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. Such stockholder's Timely Notice shall set forth:

(A) as to each person whom the stockholder proposes to nominate for election or reelection as a director, (i) all information relating to such person that is required to be disclosed in solicitations of proxies for election of directors in an election contest, or is otherwise required, in each case pursuant to Regulation 14A under the Exchange Act, (ii) the information required under Article I, Section 1.12 with respect to any nominee for election as a director, and (iii) a written statement, not to exceed 500 words, in support of such person;

(B) as to any other business that the stockholder proposes to bring before the meeting, a brief description of the business desired to be brought before the meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend these bylaws, the language of the proposed amendment), the reasons for conducting such business at the meeting, and any substantial interest (within the meaning of Item 5 of Schedule 14A under the Exchange Act) in such business of each Proposing Person (as defined below);

(C) (i) the name and address of the stockholder giving the notice, as they appear on the corporation's books, and the names and addresses of the other Proposing Persons (if any) and (ii) as to each Proposing Person, the following information: (a) the class or series and number of all shares of capital stock of the corporation which are, directly or indirectly, owned beneficially or of record by such Proposing Person, including any shares of any class or series of capital stock of the corporation as to which such Proposing Person has a right to acquire beneficial ownership at any time in the future, (b) all Synthetic Equity Interests (as defined below) in which such Proposing Person, directly or indirectly, holds an interest including a description of the material terms of each such Synthetic Equity Interest, including without limitation, identification of the counterparty to each such Synthetic Equity Interest and disclosure, for each such Synthetic Equity Interest, as to (x) whether or not such Synthetic Equity Interest conveys any voting rights, directly or indirectly, in such shares to such Proposing Person, (y) whether or not such Synthetic Equity Interest is required to be, or is capable of being, settled through delivery of such shares and (z) whether or not such Proposing Person and/or, to the extent known, the counterparty to such Synthetic Equity Interest has entered into other transactions that hedge or mitigate the economic effect of such Synthetic Equity Interest, (c) any proxy (other than a revocable proxy given in response to a public proxy solicitation made pursuant to, and in accordance with, the Exchange Act), agreement, arrangement, understanding or relationship pursuant to which such Proposing Person has or shares a right to, directly or indirectly, vote any shares of any class or series of capital stock of the corporation, (d) any rights to dividends or other distributions on the shares of any class or series of capital stock of the corporation, directly or indirectly, owned beneficially by such Proposing Person that are separated or separable from the underlying shares of the corporation, (e) any performance-related fees (other than an asset based fee) that such Proposing Person, directly or indirectly, is entitled to based on any increase or decrease in the value of shares of any class or series of capital stock of the corporation or any Synthetic Equity Interests, and (f) any equity interests or Synthetic Equity Interest in the securities of any principal competitor (for purposes of this Section 1.1(b), as defined for purposes of Section 8 of the Clayton Antitrust Act of 1914) of the corporation held by or on behalf of such Proposing Person (the disclosures to be made pursuant to the foregoing clauses (a) through (f) are referred to, collectively, as "Material Ownership Interests") and (iii) a description of the material terms of all agreements, arrangements or understandings (whether or not in writing) entered into by any Proposing Person with any other person for the purpose of acquiring, holding, disposing or voting of any shares of any class or series of capital stock of the corporation;

(D) (i) any plans or proposals which such Proposing Person may have with respect to securities of the corporation that would be required to be disclosed pursuant to Item 4 of Exchange Act Schedule 13D, (ii) a description of all agreements, arrangements or understandings by and among any of the Proposing Persons, or by and among any Proposing Persons and any other person (including with any proposed nominee(s)), pertaining to the nomination(s) or other business proposed to be brought before the meeting of stockholders, including, without limitation any agreements that would be required to be disclosed pursuant to Item 5 or Item 6 of Exchange

---

Act Schedule 13D, (which description shall identify the name of each other person who is party to such an agreement, arrangement or understanding), and (iii) identification of the names and addresses of other stockholders (including beneficial owners) known by any of the Proposing Persons to support such nominations or other business proposal(s), and to the extent known the class and number of all shares of the corporation's capital stock owned beneficially or of record by such other stockholder(s) or other beneficial owner(s);

(E) a representation that the stockholder (or a qualified representative of the stockholder) intends to appear at the meeting to make such nomination or propose such other business;

(F) a representation as to whether the stockholder giving the notice, any other Proposing Person, or any other participant (as defined in Item 4 of Schedule 14A under the Exchange Act) will engage in a solicitation with respect to such nomination or proposal of other business and, if so, a statement of whether such solicitation will be conducted as an exempt solicitation under Rule 14a-2(b) of the Exchange Act, the name of each participant in such solicitation and the amount of the cost of solicitation that has been and will be borne, directly or indirectly, by each participant in such solicitation and (i) in the case of a proposal of business other than nominations, whether such person or group intends to deliver, through means satisfying each of the conditions that would be applicable to the corporation under either Exchange Act Rule 14a-16(a) or Exchange Act Rule 14a-16(n), a proxy statement and form of proxy to holders (including any beneficial owners pursuant to Rule 14b-1 and Rule 14b-2 of the Exchange Act) of at least the percentage of the corporation's voting shares required under applicable law to carry the proposal or (ii) in the case of any solicitation that is subject to Rule 14a-19 of the Exchange Act, confirming that such person or group will deliver, through means satisfying each of the conditions that would be applicable to the corporation under either Exchange Act Rule 14a-16(a) or Exchange Act Rule 14a-16(n), a proxy statement and form of proxy to holders (including any beneficial owners pursuant to Rule 14b-1 and Rule 14b-2 of the Exchange Act) of at least 67% of the voting power of the corporation's stock entitled to vote generally in the election of directors;

(G) a representation that promptly after soliciting proxies from the percentage of stockholders referred to in the representation required under the immediately preceding clause (F), such stockholder or any Proposing Person will provide the corporation with documents, which may take the form of a certified statement and documentation from a proxy solicitor, specifically demonstrating that the necessary steps have been taken to deliver a proxy statement and form of proxy to holders of such percentage of the corporation's stock (such representation, together with the representations required under the immediately preceding clause (F) above, the "Solicitation Statement").

(3) A stockholder providing Timely Notice of nominations or other business proposed to be brought before an annual meeting shall further update and supplement such notice, if necessary, so that the information (including, without limitation, the Material Ownership Interests information) provided or required to be provided in such notice pursuant to this bylaw shall be true and correct as of the record date for the meeting and as of the date that is ten business days prior to such annual meeting, and such update and supplement shall be received by the Secretary at the principal executive offices of the corporation not later than the close of business on the fifth business day after the record date for the annual meeting (in the case of the update and supplement required to be made as of the record date), and not later than the close of business on the eighth business day prior to the date of the annual meeting (in the case of the update and supplement required to be made as of ten business days prior to the meeting).

(4) Notwithstanding anything in the second sentence of Article I, Section 1.1(b)(2) of this bylaw to the contrary, in the event that the number of directors to be elected to the Board of Directors of the corporation is increased and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board of Directors made by the corporation at least ten (10) days before the last day a stockholder may deliver a notice of nomination in accordance with the second sentence of Article I, Section 1.1(b)(2), a stockholder's notice required by this bylaw shall also be considered timely,

but only with respect to nominees for any new positions created by such increase, if it shall be received by the Secretary of the corporation not later than the close of business on the tenth (10<sup>th</sup>) day following the day on which such public announcement is first made by the corporation.

(c) Other.

(1) Only such persons who are nominated in accordance with the provisions of this Section 1.1 or Article I, Section 1.11 shall be eligible for election and to serve as directors and only such business shall be conducted at an annual meeting of stockholders as shall have been brought before the meeting in accordance with the provisions of this Article I, Section 1.1. The Chairman of the Board, the chairman of the meeting or any other person designated by the Board of Directors shall have the power to determine whether a nomination or any business proposed to be brought before the meeting was made in accordance with the provisions of these bylaws (including whether a stockholder or any other Proposing Person provided all information and complied with all requirements and representations required under this Article I, Section 1.1). If the Chairman of the Board, the chairman of the meeting or any other person designated by the Board of Directors determines that such nomination or other business was not made in accordance with the provisions of these bylaws, such nomination shall be disregarded and such other business shall not be transacted, notwithstanding that votes and proxies in respect of any such nomination or other business may have been received by the corporation.

(2) Except as otherwise required by law, nothing in this Article I, Section 1.1 shall obligate the corporation or the Board of Directors to include in any proxy statement or other stockholder communication distributed on behalf of the corporation or the Board of Directors information with respect to any nominee for director or any other matter of business submitted by a stockholder.

(3) In furtherance and not by way of limitation of the foregoing provisions of this Article I, Section 1.1, if the proposing stockholder (or a qualified representative of the stockholder) does not appear at the annual meeting to present a nomination or other business, such nomination shall be disregarded and such other business shall not be transacted, notwithstanding that votes and proxies in respect of any such nomination or other business may have been received by the corporation. For purposes of this Article I, Section 1.1, to be considered a qualified representative of the proposing stockholder, a person must be authorized by a written instrument executed by such stockholder or an electronic transmission delivered by such stockholder to act for such stockholder as proxy at the meeting of stockholders and such person must produce such written instrument or electronic transmission, or a reliable reproduction of the written instrument or electronic transmission, to the corporation prior to the making of such nomination or proposal of other business at the meeting of the stockholders (and in any event not fewer than five business days before such meeting).

(4) Notwithstanding the foregoing provisions of this bylaw, a stockholder (and any other Proposing Person) shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this bylaw. Nothing in this bylaw shall be deemed to affect any rights of (i) stockholders to have proposals included in the corporation's proxy statement pursuant to Rule 14a-8 (or any successor rule) under the Exchange Act and, to the extent required by such rule, have such proposals considered and voted on at an annual meeting or (ii) the holders of any series of Preferred Stock to elect directors under specified circumstances.

(5) Any stockholder directly or indirectly soliciting proxies from other stockholders must use a proxy card color other than white, which shall be reserved for the exclusive use for solicitation by the Board of Directors.

(d) Definitions. For purposes of this bylaw, the "close of business" shall mean 6:00 p.m. local time at the principal executive offices of the corporation on any calendar day, whether or not the day is a business day and "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act. For purposes of this

---

Article I of these bylaws, the term “Proposing Person” shall mean the following persons: (i) the stockholder of record providing the notice of nominations or other business proposed to be brought before a stockholders’ meeting, and (ii) the beneficial owner(s), if different, on whose behalf the nominations or other business proposed to be brought before a stockholders’ meeting is made, and if such stockholder or beneficial owner is an entity, each individual who is a director, executive officer, general partner or managing member of such entity or of any other entity that has or shares control of such entity. For purposes of this Section 1.1 of Article I of these bylaws, the term “Synthetic Equity Interest” shall mean (a) any transaction, agreement or arrangement (or series of transactions, agreements or arrangements), including, without limitation, any option, warrant, forward contract, contract of sale or other derivative, swap, hedge, pledge, repurchase, voting rights, or so-called “stock borrowing” agreement or arrangement, whether the instrument or agreement is to be settled with shares or with cash based on the notional amount or value of outstanding shares of stock of the corporation, the purpose or effect of which is to, directly or indirectly: (1) give a person or entity economic benefit and/or risk similar to ownership of shares of any class or series of capital stock of the corporation, in whole or in part, including due to the fact that such transaction, agreement or arrangement provides, directly or indirectly, the opportunity to profit or avoid a loss from any increase or decrease in the value of any shares of any class or series of capital stock of the corporation, (2) mitigate loss to, reduce the economic risk of or manage the risk of share price changes for, any person or entity with respect to any shares of any class or series of capital stock of the corporation, (3) otherwise provide in any manner the opportunity to profit or avoid a loss from any decrease in the value of any shares of any class or series of capital stock of the corporation, or (4) increase or decrease the voting power of any person or entity with respect to any shares of any class or series of capital stock of the corporation, and (b) any interest in the foregoing clause (a) with respect to any class or series of capital stock of any principal competitor of the corporation.

Section 1.2 Special Meetings. Except as otherwise required by statute and subject to the rights, if any, of the holders of any series of Preferred Stock, special meetings of the stockholders of the corporation may be called only by the Board of Directors. The Board of Directors may postpone, reschedule or cancel any previously scheduled special meeting of stockholders. Only those matters set forth in the notice of the special meeting may be considered or acted upon at a special meeting of stockholders of the corporation. Nominations of persons for election to the Board of Directors of the corporation and stockholder proposals of other business shall not be brought before a special meeting of stockholders to be considered by the stockholders unless such special meeting is held in lieu of an annual meeting of stockholders in accordance with Article I, Section 1.1(a) of these bylaws, in which case such special meeting in lieu thereof shall be deemed an annual meeting for purposes of these bylaws and the provisions of Article I, Section 1.1(b) of these bylaws shall govern such special meeting.

Section 1.3 Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, if any, date and hour of the meeting, the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for determining the stockholders entitled to notice of the meeting) and the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the mail, postage prepaid, directed to the stockholder at his/her address as it appears on the records of the corporation.

Section 1.4 Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place (including an adjournment taken to address a technical failure to convene or continue a meeting using remote communication), and notice need not be given of any such adjourned meeting if the place, if any, date and hour thereof, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting are (i) announced at the meeting at which the adjournment is taken, (ii) displayed, during the time scheduled for the meeting, on the same electronic network used to enable stockholders and proxyholders to participate in the meeting by means of remote communication, or (iii) set forth in the notice of meeting given in accordance with Section 1.3 of these bylaws). At the adjourned meeting the corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 1.5 Quorum. At each meeting of stockholders, except where otherwise provided by law or the corporation's Amended and Restated Certificate of Incorporation, as it may be amended from time to time (the "Certificate of Incorporation") or these bylaws, the holders of shares representing a majority of the votes entitled to be cast by the holders of the outstanding shares of stock entitled to vote at the meeting, present in person or by proxy, shall constitute a quorum. In the absence of a quorum, the stockholders so present may, by majority vote, adjourn the meeting from time to time in the manner provided in Section 1.4 of these bylaws until a quorum shall attend. Shares of its own stock belonging to the corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 1.6 Organization. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his/her absence by the Vice Chairman of the Board, if any, or in his/her absence by the President, or in his/her absence by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his/her absence the chairman of the meeting may appoint any person to act as secretary of the meeting. The Board of Directors may adopt such rules and regulations for the conduct of any meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of the meeting shall have the authority to adopt and enforce such rules and regulations for the conduct of any meeting of stockholders and the safety of those in attendance as, in the judgment of the chairman, are necessary, appropriate or convenient for the conduct of the meeting. Rules and regulations for the conduct of meetings of stockholders, whether adopted by the Board of Directors or by the chairman of the meeting, may include, without limitation, establishing: (i) an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders entitled to vote at the meeting, their duly authorized and constituted proxies and such other persons as the chairman of the meeting shall permit; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof; (v) limitations on the time allotted for consideration of each agenda item and for questions and comments by participants; (vi) regulations for the opening and closing of the polls for balloting and matters which are to be voted on by ballot (if any); and (vii) procedures (if any) requiring attendees to provide the corporation advance notice of their intent to attend the meeting. Subject to any rules and regulations adopted by the Board of Directors, the chairman of the meeting may convene and, for any or no reason, from time to time, adjourn and/or recess any meeting of stockholders pursuant to Section 1.4.

Section 1.7 Voting; Proxies. Except as otherwise provided in the Certificate of Incorporation or any amendment thereto, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by him which has voting power upon the matter in question. Each stockholder entitled to vote at a meeting of stockholders may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the corporation. Voting at meetings of stockholders need not be by written ballot and need not be conducted by inspectors unless the holders of shares representing a majority of the votes entitled to be cast by the holders of the outstanding shares of all classes of stock entitled to vote thereon present in person or by proxy at such meeting shall so determine. At all meetings of stockholders at which a quorum is present, all corporate actions to be taken by vote of the stockholders shall, unless otherwise required by law or by the Certificate of Incorporation or these bylaws, be decided by the vote of shares representing a majority of the votes entitled to be cast by the holders of the outstanding shares of stock entitled to vote thereon present in person or by proxy at the meeting.

Section 1.8 Fixing Date for Determination of Stockholders of Record. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change,

conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days prior to any other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; and (2) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 1.9 List of Stockholders Entitled to Vote. The Secretary shall prepare and make, no later than the tenth (10<sup>th</sup>) day before each meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder; provided, however, that if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth (10<sup>th</sup>) day before the meeting date. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for ten (10) days ending on the day before the meeting date: (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of meeting; or (b) during ordinary business hours at the principal place of business of the corporation. The stock ledger shall be the only evidence as to who are the stockholders entitled to examine the stock ledger, the list of stockholders or the books of the corporation, or to vote in person or by proxy at any meeting of stockholders.

Section 1.10 Action by Consent of Stockholders. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Section 1.11 Proxy Access for Director Nominations.

(a) Eligibility. Subject to the terms and conditions of these bylaws, in connection with an annual meeting of stockholders at which directors are to be elected, the corporation: (1) shall include in its proxy statement and on its form of proxy the names of, and (2) shall include in its proxy statement the "Additional Information" (as defined below) relating to, a number of nominees specified pursuant to Article I, Section 1.11(b)(1) (the "Authorized Number") for election to the Board of Directors submitted pursuant to this Section 1.11 (each, a "Stockholder Nominee"), if:

(i) the Stockholder Nominee satisfies the eligibility requirements in this Section 1.11;

(ii) the Stockholder Nominee is identified in a timely notice (the "Stockholder Notice") that satisfies this Section 1.11 and is delivered by a stockholder that qualifies as, or is acting on behalf of, an Eligible Stockholder (as defined below);

(iii) the Eligible Stockholder satisfies the requirements in this Section 1.11 and expressly elects at the time of the delivery of the Stockholder Notice to have the Stockholder Nominee included in the corporation's proxy materials; and

(iv) the additional requirements of these bylaws are met.

(b) Definitions.

---

(1) The maximum number of Stockholder Nominees appearing in the corporation's proxy materials with respect to an annual meeting of stockholders (the "Authorized Number") shall not exceed the greater of two or 20% of the number of directors in office as of the last day on which a Stockholder Notice may be delivered pursuant to this Section 1.11 with respect to the annual meeting, or if such amount is not a whole number, the closest whole number (rounding down) below 20%; provided that the Authorized Number shall be reduced: (i) by any Stockholder Nominee whose name was submitted for inclusion in the corporation's proxy materials pursuant to this Section 1.11 but either is subsequently withdrawn or that the Board of Directors decides to nominate as a Board nominee; (ii) by any directors in office or director nominees that in either case shall be included in the corporation's proxy materials with respect to the annual meeting as an unopposed (by the corporation) nominee pursuant to an agreement, arrangement or other understanding between the corporation and a stockholder or group of stockholders (other than any such agreement, arrangement or understanding entered into in connection with an acquisition of capital stock, by the stockholder or group of stockholders, from the corporation); (iii) by any directors serving on the Board of Directors who were previously elected to the Board of Directors as Stockholder Nominees at any of the preceding two annual meetings and who are nominated for election at the annual meeting by the Board of Directors as a Board nominee; and (iv) by any Stockholder Nominee who is not included in the corporation's proxy materials or is not submitted for director election for any reason, in accordance with the last sentence of Article I, Section 1.11(d)(2). In the event that one or more vacancies for any reason occurs after the date of the Stockholder Notice but before the annual meeting and the Board of Directors resolves to reduce the size of the Board of Directors in connection therewith, the Authorized Number shall be calculated based on the number of directors in office as so reduced.

(2) To qualify as an "Eligible Stockholder," a stockholder or a group as described in this Section 1.11 must: (i) Own and have Owned (as defined below), continuously for at least three years as of the date of the Stockholder Notice, a number of shares (as adjusted to account for any stock dividend, stock split, subdivision, combination, reclassification or recapitalization of shares of stock of the corporation that are entitled to vote generally in the election of directors) that represents at least 3% of the outstanding shares of stock of the corporation that are entitled to vote generally in the election of directors as of the date of the Stockholder Notice (the "Required Shares"), and (ii) thereafter continue to Own the Required Shares through such annual meeting of stockholders.

For purposes of satisfying the ownership requirements of this Section 1.11(b)(2), a group of not more than 20 stockholders and/or beneficial owners may aggregate the number of shares of stock of the corporation that are entitled to vote generally in the election of directors that each group member has individually Owned continuously for at least three years as of the date of the Stockholder Notice if all other requirements and obligations for an Eligible Stockholder set forth in this Section 1.11 are satisfied by and as to each stockholder or beneficial owner comprising the group whose shares are aggregated. No shares may be attributed to more than one Eligible Stockholder, and no stockholder or beneficial owner, alone or together with any of its affiliates, may individually or as a member of a group qualify as or constitute more than one Eligible Stockholder under this Section 1.11. A group of any two or more funds shall be treated as only one stockholder or beneficial owner for this purpose if they are (a) under common management and investment control, (b) under common management and funded primarily by a single employer or (c) part of a "group of investment companies," as such term is defined in Section 12(d)(1)(G)(ii) of the Investment Company Act of 1940. For purposes of this Section 1.11, the term "affiliate" or "affiliates" shall have the meanings ascribed thereto under the rules and regulations promulgated under the Exchange Act.

(3) For purposes of this Section 1.11:

(i) A stockholder or beneficial owner is deemed to "Own" only those outstanding shares of stock of the corporation that are entitled to vote generally in the election of directors as to which the person possesses both: (A) the full voting and investment rights pertaining to the shares; and (B) the full economic interest in (including the opportunity for profit and risk of loss on) such shares, except that the number of shares calculated in accordance with clauses (A) and (B) shall not include any shares: (i) sold by such person in any transaction that has not been settled or closed; (ii) borrowed by the person for any purposes or purchased by the person pursuant to an

agreement to resell; or (iii) subject to any option, warrant, forward contract, swap, contract of sale, or other derivative or similar agreement entered into by the person, whether the instrument or agreement is to be settled with shares or with cash based on the notional amount or value of outstanding shares of stock of the corporation that are entitled to vote generally in the election of directors, if the instrument or agreement has, or is intended to have, or if exercised would have, the purpose or effect of: (x) reducing in any manner, to any extent or at any time in the future, the person's full right to vote or direct the voting of the shares; and/or (y) hedging, offsetting or altering to any degree any gain or loss arising from the full economic ownership of the shares by the person. The terms "Owned," "Owning" and other variations of the word "Own," when used with respect to a stockholder or beneficial owner, have correlative meanings. For purposes of clauses (i) through (iii), the term "person" includes its affiliates (as such term is defined in Rule 12b-2 promulgated under the Exchange Act).

(ii) A stockholder or beneficial owner "Owns" shares held in the name of a nominee or other intermediary so long as the person retains both: (A) the full voting and investment rights pertaining to the shares; and (B) the full economic interest in the shares. The person's Ownership of shares is deemed to continue during any period in which the person has delegated any voting power by means of a proxy, power of attorney, or other instrument or arrangement that is revocable at any time by the stockholder.

(iii) A stockholder or beneficial owner's Ownership of shares shall be deemed to continue during any period in which the person has loaned the shares if the person has the power to recall the loaned shares on not more than five business days' notice and (A) the person recalls the loaned shares within five business days of being notified that its Stockholder Nominee shall be included in the Corporation's proxy materials for the relevant annual meeting; and (B) the person holds the recalled shares through the annual meeting.

(4) For purposes of this Section 1.11, the "Additional Information" referred to in Article I, Section 1.11(a)(2) that the corporation will include in its proxy statement is:

(i) the information set forth in the Schedule 14N provided with the Stockholder Notice concerning each Stockholder Nominee and the Eligible Stockholder that is required to be disclosed in the corporation's proxy statement by the applicable requirements of the Exchange Act and the rules and regulations thereunder; and

(ii) if the Eligible Stockholder so elects, a written statement of the Eligible Stockholder (or, in the case of a group, a written statement of the group), not to exceed 500 words, in support of its Stockholder Nominee(s), which must be provided at the same time as the Stockholder Notice for inclusion in the corporation's proxy statement for the annual meeting (the "Statement").

Notwithstanding anything to the contrary contained in this Section 1.11, the corporation may omit from its proxy materials any information or Statement that it, in good faith, believes is untrue in any material respect (or omits a material fact necessary in order to make the statements made, in light of the circumstances under which they are made, not misleading) or would violate any applicable law, rule, regulation or listing standard. Nothing in this Section 1.11 shall limit the corporation's ability to solicit against and include in its proxy materials its own statements relating to any Eligible Stockholder or Stockholder Nominee.

(c) Stockholder Notice and Other Informational Requirements.

(1) The Stockholder Notice shall set forth:

(i) all information required under Article I, Section 1.1(b)(2)(C) and (D) of these bylaws (and for such purposes, references in Article I, Section 1.1(b)(2) of these bylaws to the "Proposing

Person” shall be deemed to refer to the “Eligible Stockholder” on whose behalf the Stockholder Notice is delivered);

(ii) a copy of the Schedule 14N that has been or concurrently is filed with the SEC under the Exchange Act;

(iii) a written statement of the Eligible Stockholder (and in the case of a group, the written statement of each stockholder or beneficial owner whose shares are aggregated for purposes of constituting an Eligible Stockholder), which statement(s) shall also be included in the Schedule 14N filed with the SEC: (A) setting forth and certifying to the number of shares of stock of the corporation that are entitled to vote generally in the election of directors the Eligible Stockholder Owns and has Owned (as defined in Article I, Section 1.11(b)(3) above) continuously for at least three years as of the date of the Stockholder Notice; (B) agreeing to continue to Own such shares through the annual meeting; and (C) regarding whether or not it intends to maintain Ownership of the Required Shares for at least one year following the annual meeting;

(iv) the written agreement of the Eligible Stockholder (and in the case of a group, the written agreement of each stockholder or beneficial owner whose shares are aggregated for purposes of constituting an Eligible Stockholder) addressed to the corporation, setting forth the following additional agreements, representations, and warranties:

(A) it shall provide: (i) within five business days after the date of the Stockholder Notice, one or more written statements from the record holder(s) of the Required Shares and from each intermediary through which the Required Shares are or have been held, in each case during the requisite three-year holding period, specifying the number of shares that the Eligible Stockholder Owns, and has Owned continuously in compliance with this Section 1.11; (ii) within the time period specified in Article I, Section 1.1(b)(3) of these bylaws, an updated or supplemental notice so that the information provided or required to be provided pursuant to clause (c)(1) of this Section 1.11 shall be true and correct as of the dates specified in Article I, Section 1.1(b)(3); and (iii) immediate notice to the corporation if the Eligible Stockholder ceases to own any of the Required Shares prior to the annual meeting;

(B) it: (i) acquired the Required Shares in the ordinary course of business and not with the intent to change or influence control at the corporation, and does not presently have this intent; (ii) has not nominated and shall not nominate for election to the Board of Directors at the annual meeting any person other than the Stockholder Nominee(s) being nominated pursuant to this Section 1.11; (iii) has not engaged and shall not engage in, and has not been and shall not be a participant (as defined in Item 4 of Exchange Act Schedule 14A) in a solicitation within the meaning of Exchange Act Rule 14a-1(l), in support of the election of any individual as a director at the annual meeting other than its Stockholder Nominee(s) or any nominee(s) of the Board of Directors; and (iv) shall not distribute to any stockholder any form of proxy for the annual meeting other than the form distributed by the corporation; and

(C) it will: (i) assume all liability stemming from any legal or regulatory violation arising out of the Eligible Stockholder’s communications with the stockholders of the corporation or out of the information that the Eligible Stockholder provided to the corporation; (ii) indemnify and hold harmless the corporation and each of its directors, officers and employees individually against any liability, loss or damages in connection with any threatened or pending action, suit or proceeding, whether legal, administrative or investigative, against the corporation or any of its directors, officers or employees arising out of the nomination or solicitation process pursuant to this Section 1.11; (iii) comply with all laws, rules, regulations and listing standards applicable to its nomination or any solicitation in connection with the annual meeting; (iv) file with the SEC any

---

solicitation or other communication by or on behalf of the Eligible Stockholder relating to the corporation's annual meeting of stockholders, one or more of the corporation's directors or director nominees or any Stockholder Nominee, regardless of whether the filing is required under Exchange Act Regulation 14A, or whether any exemption from filing is available for the materials under Exchange Act Regulation 14A; and (v) at the request of the corporation, promptly, but in any event within five business days after such request (or by the day prior to the day of the annual meeting, if earlier), provide to the corporation such additional information as reasonably requested by the corporation; and

(v) in the case of a nomination by a group, the designation by all group members of one group member that is authorized to act on behalf of all members of the group with respect to the nomination and matters related thereto, including withdrawal of the nomination, and the written agreement, representation, and warranty of the Eligible Stockholder that it shall provide, within five business days after the date of the Stockholder Notice, documentation reasonably satisfactory to the corporation demonstrating that the number of stockholders and/or beneficial owners within such group does not exceed 20, including whether a group of funds qualifies as one stockholder or beneficial owner within the meaning of Section 1.11(b)(2) of these bylaws.

(2) Within the time period for delivery of the Stockholder Notice, the Eligible Stockholder shall deliver to the Secretary at the principal executive offices of the Corporation the information as to each Stockholder Nominee required to be submitted by nominees under Article I, Section 1.12 of these bylaws with respect to any nominee for election as a director, which information shall be deemed part of the Stockholder Notice. The corporation may request such additional information as necessary to permit the Board of Directors to determine if each Stockholder Nominee satisfies the requirements of this Section 1.11.

(3) To be timely under this Section 1.11, the Stockholder Notice must be delivered by a stockholder to the Secretary of the corporation at the principal executive offices of the corporation not later than the close of business on the 120th day nor earlier than the close of business on the 150th day prior to the first anniversary of the date (as stated in the corporation's proxy materials) the definitive proxy statement was first released to stockholders in connection with the preceding year's annual meeting of stockholders; provided, however, that in the event that the date of the annual meeting is more than 30 days before or after the anniversary of the previous year's annual meeting, or if no annual meeting was held in the preceding year, to be timely, the Stockholder Notice must be so delivered not earlier than the close of business on the 150th day prior to such annual meeting and not later than the close of business on the later of the 120th day prior to such annual meeting or the 10th day following the day on which public announcement (as defined in Article I, Section 1.1(c)(3)) of the date of such meeting is first made by the corporation. In no event shall an adjournment or recess of an annual meeting, or a postponement of an annual meeting for which notice of the meeting has already been given to stockholders or a public announcement of the meeting date has already been made, commence a new time period (or extend any time period) for the giving of the Stockholder Notice as described above.

(4) In the event that any information or communications provided by the Eligible Stockholder or any Stockholder Nominees to the corporation or its stockholders is not, when provided, or thereafter ceases to be, true, correct and complete in all material respects (including omitting a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading), such Eligible Stockholder or Stockholder Nominee, as the case may be, shall promptly notify the Secretary and provide the information that is required to make such information or communication true, correct, complete and not misleading; it being understood that providing any such notification shall not be deemed to cure any defect or limit the corporation's right to omit a Stockholder Nominee from its proxy materials as provided in this Section 1.11.

All information provided pursuant to this Section 1.11(c) shall be deemed part of the Stockholder Notice for purposes of this Section 1.11(c).

(d) Proxy Access Procedures.

---

(1) Notwithstanding anything to the contrary contained in this Article I, Section 1.11, the corporation may omit from its proxy materials any Stockholder Nominee, and such nomination and any proxies or votes in respect of any such nomination shall be disregarded and no vote on such Stockholder Nominee shall occur, notwithstanding that proxies or votes in respect of any such nomination may have been received by the corporation, if:

(i) the Eligible Stockholder or Stockholder Nominee breaches any of its agreements, representations or warranties set forth in the Stockholder Notice or otherwise submitted pursuant to this Section 1.11, any of the information in the Stockholder Notice or otherwise submitted pursuant to this Section 1.11 was not, when provided, true, correct and complete, or the Eligible Stockholder or applicable Stockholder Nominee otherwise fails to comply with its obligations pursuant to these bylaws, including, but not limited to, its obligations under this Section 1.11;

(ii) the Stockholder Nominee: (A) is not independent under any applicable listing standards, any applicable rules of the SEC and any publicly disclosed standards used by the Board of Directors in determining and disclosing the independence of the corporation's directors; (B) is or has been, within the past three years, an officer or director of a competitor, as defined for the purposes of Section 8 of the Clayton Antitrust Act of 1914; (C) is a named subject of a pending criminal proceeding (excluding traffic violations and other minor offenses) or has been convicted in a criminal proceeding (excluding traffic violations and other minor offenses) within the past ten years; or (D) is subject to any order of the type specified in Rule 506(d) of Regulation D promulgated under the Securities Act of 1933;

(iii) the corporation receives a notice (whether or not subsequently withdrawn) that a stockholder intends to nominate any candidate for election to the Board of Directors pursuant to the advance notice requirements for stockholder nominees for director in Article I, Section 1.1(b); or

(iv) the election of the Stockholder Nominee to the Board of Directors would cause the corporation to violate the Certificate of Incorporation, these bylaws, or any applicable law, rule, regulation or listing standard.

(2) An Eligible Stockholder submitting more than one Stockholder Nominee for inclusion in the corporation's proxy materials pursuant to Section 1.11 shall rank such Stockholder Nominees based on the order that the Eligible Stockholder desires such Stockholder Nominees to be selected for inclusion in the corporation's proxy materials and include such assigned rank in its Stockholder Notice submitted to the corporation. In the event that the number of Stockholder Nominees submitted by Eligible Stockholders pursuant to this Section 1.11 exceeds the Authorized Number, the Stockholder Nominees to be included in the corporation's proxy materials shall be determined in accordance with the following provisions: one Stockholder Nominee who satisfies the eligibility requirements in this Section 1.11 shall be selected from each Eligible Stockholder for inclusion in the corporation's proxy materials until the Authorized Number is reached, going in order of the amount (largest to smallest) of shares of the corporation each Eligible Stockholder disclosed as Owned in its Stockholder Notice submitted to the corporation and going in the order of the rank (highest to lowest) assigned to each Stockholder Nominee by such Eligible Stockholder. If the Authorized Number is not reached after one Stockholder Nominee who satisfies the eligibility requirements in this Section 1.11 has been selected from each Eligible Stockholder, this selection process shall continue as many times as necessary, following the same order each time, until the Authorized Number is reached. Following such determination, if any Stockholder Nominee who satisfies the eligibility requirements in this Section 1.11 thereafter is nominated by the Board of Directors, thereafter is not included in the corporation's proxy materials or thereafter is not submitted for director election for any reason (including the Eligible Stockholder's or Stockholder Nominee's failure to comply with this Section 1.11), no other nominee or nominees shall be included in the corporation's proxy materials or otherwise submitted for election as a director at the applicable annual meeting in substitution for such Stockholder Nominee.

---

(3) Any Stockholder Nominee who is included in the corporation's proxy materials for a particular annual meeting of stockholders but either: (i) withdraws from or becomes ineligible or unavailable for election at the annual meeting for any reason, including for the failure to comply with any provision of these bylaws (provided that in no event shall any such withdrawal, ineligibility or unavailability commence a new time period (or extend any time period) for the giving of a Stockholder Notice); or (ii) does not receive a number of votes cast in favor of his or her election that is at least equal to 25% of the shares present in person or represented by proxy and entitled to vote in the election of directors, shall be ineligible to be a Stockholder Nominee pursuant to this Section 1.11 for the next two annual meetings.

(4) Notwithstanding the foregoing provisions of this Section 1.11, unless otherwise required by law or otherwise determined by the chairman of the meeting or the Board of Directors, if the stockholder delivering the Stockholder Notice (or a qualified representative of the stockholder, as defined in Article I, Section 1.1(c)(2) of these bylaws) does not appear at the annual meeting of stockholders of the corporation to present its Stockholder Nominee or Stockholder Nominees, such nomination or nominations shall be disregarded, notwithstanding that proxies in respect of the election of the Stockholder Nominee or Stockholder Nominees may have been received by the corporation. Without limiting the Board of Directors' power and authority to interpret any other provisions of these bylaws, the Board of Directors (and any other person or body authorized by the Board of Directors) shall have the power and authority to interpret this Section 1.11 and to make any and all determinations necessary or advisable to apply this Section 1.11 to any persons, facts or circumstances, in each case acting in good faith. Except for a nomination made in accordance with Article I, Section 1.1(b) of these bylaws, this Section 1.11 shall be the exclusive method for stockholders to include nominees for director election in the corporation's proxy materials.

Section 1.12 Information Regarding Director Nominees.

(a) As to each person whom the stockholder proposes to nominate for election or reelection as a director of the corporation pursuant to Section 1.1(b) or Section 1.11 of these bylaws, the stockholder must deliver to the Secretary at the principal executive offices of the corporation the following information:

(1) a written representation and agreement, which shall be signed by the person proposed to be nominated and pursuant to which such person shall represent and agree that such person: (i) consents to being named as a nominee in a proxy statement and form of proxy relating to the meeting at which directors are to be elected and to serving as a director if elected, and currently intends to serve as a director for the full term for which such person is standing for election; (ii) is not and will not become a party to any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity: (A) as to how the person, if elected as a director, will act or vote on any issue or question, except as disclosed in such representation and agreement or (B) that could limit or interfere with the person's ability to comply, if elected as a director, with such person's fiduciary duties under applicable law; (iii) is not and will not become a party to any agreement, arrangement or understanding with any person or entity other than the corporation with respect to any direct or indirect compensation, reimbursement or indemnification in connection with service or action as a director or nominee except as disclosed in such representation and agreement; and (iv) if elected as a director, will comply with all of the corporation's corporate governance policies and guidelines related to conflict of interest, confidentiality, stock ownership and trading policies and guidelines, and any other policies and guidelines applicable to directors (which will be promptly provided following a request therefor);

(2) a fully completed and signed questionnaire in the same form required of the corporation's director nominees (which form will be promptly provided following a request therefor); and

(3) a representation that such person will provide to the corporation such other information as the corporation may reasonably request, including such information reasonably necessary for the corporation to determine whether a nominee will satisfy any qualifications or requirements imposed by the Certificate of Incorporation or these bylaws, any law, rule, regulation or listing standard that may be applicable to the

corporation, or relevant to a determination whether such person can be considered an independent director, which information shall be promptly provided following a request therefor.

(b) The written and signed representations and agreements and fully completed and signed questionnaires described in Article I, Section 1.12(a)(2) above shall be provided to the corporation at the time specified pursuant to Article I, Section 1.1(b) or Article I, Section 1.11 of these bylaws, and the additional information described in Article I, Section 1.12(a)(3) above shall be provided to the corporation promptly upon request by the corporation, but in any event within five business days after such request. All information provided pursuant to this Section 1.12 shall be deemed part of the stockholder's notice submitted pursuant to Article I, Section 1.1(b) of these bylaws or a Stockholder Notice submitted pursuant to Article I, Section 1.11 of these bylaws as applicable.

(c) Notwithstanding the foregoing, if any information or communication submitted pursuant to this Section 1.12 is inaccurate or incomplete in any material respect (as determined by the Board of Directors (or any designated committee thereof)) such information shall be deemed not to have been provided in accordance with this Section 1.12. Any stockholder providing information pursuant to this Section 1.12 shall promptly notify the Secretary of the corporation in writing at the principal executive office of the corporation of any inaccuracy or change in any previously provided information within two business days after becoming aware of such inaccuracy or change. Upon written request of the Secretary, such stockholder shall provide, within seven business days after delivery of such request (or such longer period as may be specified in such request), (i) written verification, reasonably satisfactory to the corporation, to demonstrate the accuracy of any information submitted and (ii) a written affirmation of any information submitted as of an earlier date. If the stockholder giving notice of an intent to nominate a candidate for election fails to provide such written verification or affirmation within such period, the information as to which written verification or affirmation was requested may be deemed not to have been provided in accordance with this Section 1.12.

---

ARTICLE II  
BOARD OF DIRECTORS

Section 2.1 Number; Qualifications. The Board of Directors shall consist of one or more members, the number thereof to be determined from time to time by resolution of the Board of Directors. Directors need not be stockholders.

Section 2.2 Election; Resignation; Removal; Vacancies. At the first annual meeting of stockholders and at each annual meeting thereafter, the stockholders shall elect Directors each of whom shall hold office for a term of one year or until his/her successor is elected and qualified. At any meeting of stockholders for the election of Directors at which a quorum is present, each Director shall be elected by a majority of the votes cast; provided that, if the election is contested, the Directors shall be elected by a plurality of the votes cast. An election shall be contested if the number of nominees for Director exceeds the number of Directors to be elected, as determined by the Board of Directors. For purposes of this Section 2.2, a majority of votes cast shall mean that the number of votes cast "for" a Director's election exceeds the number of votes cast "against" that Director's election (with abstentions and broker non-votes not counted as a vote cast either "for" or "against" such Director's election). Any Director may resign at any time upon written notice (including by electronic transmission) to the corporation; such resignation shall take effect upon delivery, unless the resignation specifies a later effective date or time or an effective date or time determined upon the happening of an event or events. Any vacancy occurring in the Board of Directors for any cause may be filled by a majority of the remaining members of the Board of Directors, although such majority is less than a quorum, or by a majority of the votes cast at a meeting of stockholders, and each Director so elected shall hold office until the expiration of the term of office of the Director whom he has replaced or until his/her successor is elected and qualified.

Section 2.3 Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Delaware and at such times as the Board of Directors may from time to time determine, and if so determined notices thereof need not be given.

Section 2.4 Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Delaware whenever called by the President, any Vice President, the Secretary, or by any member of the Board of Directors. Reasonable notice thereof shall be given by the person or persons calling the meeting, not later than the second day before the date of the special meeting.

Section 2.5 Telephonic Meetings Permitted. Members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this bylaw shall constitute presence in person at such meeting.

Section 2.6 Quorum; Vote Required for Action. At all meetings of the Board of Directors a majority of the directors then in office shall constitute a quorum for the transaction of business. Except in cases in which the Certificate of Incorporation or these bylaws otherwise provide, the vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 2.7 Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in his/her absence by the Vice Chairman of the Board, if any, or in his/her absence by the President, or in their absence by a chairman chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his/her absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8 Informal Action by Directors. Unless otherwise restricted by the Certificate of Incorporation or these bylaws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

ARTICLE III  
COMMITTEES

Section 3.1 Committees. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it, but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation (except that any such committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares of Preferred Stock adopted by the Board of Directors pursuant to Article Fourth of the Certificate of Incorporation, fix any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of the assets of the corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the corporation), adopting an agreement of merger or consolidation under Sections 251 or 252 of the General Corporation Law of the State of Delaware (the “DGCL”), recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation’s property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, or amending these bylaws; and unless the resolution or the Certificate of Incorporation expressly so provides, no such committee shall have the power or authority to declare a dividend, to authorize the issuance of stock, or to adopt a certificate of ownership and merger pursuant to Section 253 of the DGCL.

Section 3.2 Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article II of these bylaws.

ARTICLE IV  
OFFICERS

Section 4.1 Executive Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies. The Board of Directors shall choose a President and Secretary, and it may, if it so determines, choose a Chairman of the Board and a Vice Chairman of the Board from among its members. The Board of Directors may also choose one or more Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers. Each such officer shall hold office until the first meeting of the Board of Directors after the annual meeting of stockholders next succeeding this election, and until his/her successor is elected and qualified or until his/her earlier resignation or removal. Any officer may resign at any time upon written notice (including by electronic transmission) to the corporation; such resignation shall take effect upon delivery, unless the resignation specifies a later effective date or time or an effective date or time determined upon the happening of an event or events. The Board of Directors may remove any officer with or without cause at any time, but such removal shall be without prejudice to the contractual rights of such officer, if any, with the corporation. Any number of offices may be held by the same person. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any regular or special meeting.

Section 4.2 Powers and Duties of Executive Officers. The officers of the corporation shall have such powers and duties in the management of the corporation as may be prescribed by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his/her duties.

---

ARTICLE V  
STOCK

Section 5.1 Certificates. The Board may provide by resolution or resolutions that some or all of any or all classes or series of the stock of the Company shall be uncertificated shares. Certificates, if any, representing shares of stock of the Company will be in such form as is determined by the Board, subject to applicable legal requirements. Each such certificate shall be numbered and shall be signed by or in the name of the corporation by the Chairman or Vice Chairman of the Board of Directors, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the corporation, certifying the number of shares owned by him in the corporation. Any of or all the signatures on the certificate may be a facsimile. In case any officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent, or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer, transfer agent, or registrar at the date of issue. Records shall be kept of the amount of stock of the corporation issued and outstanding, the manner in which and the time when such stock was paid for, the respective names, alphabetically arranged, and the addresses, of the persons, firms or corporations owning of record the stock represented by certificates for stock of the corporation, the number, class and series of shares represented by such certificates, respectively, the time when each became an owner of record thereof, and the respective dates of such certificates, and in case of cancellation, the respective dates of cancellation.

Section 5.2 Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the corporation may require the owner of the lost, stolen or destroyed certificate, or his/her legal representative, to give the corporation a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

Section 5.3 Transfers of Stock. Transfers of shares shall be made upon the books of the Company (i) only by the holder of record thereof, or by a duly authorized agent, transferee or legal representative and (ii) in the case of certificated shares, upon the surrender to the Company of the certificate or certificates for such shares. No transfer shall be made that is inconsistent with the provisions of applicable law. The person in whose name shares of stock stand on the books of the corporation shall be deemed the owner thereof for all purposes as regards the corporation. Whenever any transfer of shares shall be made for collateral security and not absolutely, such fact shall be so expressed in the entry of transfer if, when the certificate or certificates shall be presented to the corporation for transfer, both the transferor and the transferee request the corporation to do so.

Section 5.4 Regulations Concerning Transfer of Stock. The Board of Directors may make such rules and regulations as it may deem expedient, not inconsistent with these bylaws, concerning the issue, transfer and registration of certificates for stock of the corporation. The Board of Directors may appoint, or authorize any officer or officers to appoint, one or more transfer agents and one or more registrars, and may require all certificates for stock to bear the signature or signatures of any of them.

---

ARTICLE VI  
INDEMNIFICATION OF DIRECTORS,  
OFFICERS, EMPLOYEES AND AGENTS

Section 6.1 Right to Indemnification. The corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is made or is threatened to be made a party or is otherwise involved in any action, suit, or proceeding, whether brought by or in the right of the corporation or otherwise, including civil, criminal, administrative, or investigative (a "proceeding") by reason of the fact that he, or a person for whom he is the legal representative, is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, enterprise or non-profit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses reasonably incurred by such person. The corporation shall indemnify a person in connection with a proceeding initiated by such person only if the proceeding was authorized by the Board of Directors of the corporation.

Section 6.2 Prepayment of Expenses. The corporation shall pay the expenses incurred in defending any proceeding in advance of its final disposition, provided, however, that the payment of expenses incurred by a director or officer in his/her capacity as a director or officer (except with regard to service to an employee benefit plan or non-profit organization) in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the director or officer to repay all amounts advanced if it should be determined that the director or officer is not entitled to be indemnified under this Article VI or otherwise.

Section 6.3 Claims. If a claim for indemnification or payment of expenses under this Article VI is not paid in full within 90 days after a written claim therefor has been received by the corporation, the claimant may file suit to recover the unpaid amount of such claims and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the corporation shall have the burden of proving that the claimant was not entitled to the requested indemnification or payment of expenses under applicable law.

Section 6.4 Non-Exclusivity of Rights. The rights conferred on any person by this Article VI shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, these Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

Section 6.5 Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article VI shall not adversely affect any right or protection of a director, officer or employee of the corporation in respect of any act or omission occurring prior to the time of such repeal or modification.

---

ARTICLE VII  
MISCELLANEOUS

Section 7.1 Fiscal Year. The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

Section 7.2 Seal. The Board of Directors may, but need not, adopt a corporate seal. If adopted, the corporate seal shall have the name of the corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors.

Section 7.3 Waiver of Notice of Meetings of Stockholders, Directors and Committees. Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice.

Section 7.4 Interested Directors; Quorum. No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his/her or their votes are counted for such purpose, if: (a) the material facts as to his/her relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; (b) the material facts as to his/her relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (c) the contract or transaction is fair as to the corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee, which authorizes the contract or transaction.

Section 7.5 Form of Records. Any records maintained by the corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs, or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

Section 7.6 Amendment of Bylaws. These Bylaws may be altered or repealed, and new bylaws made, by the Board of Directors, but the stockholders may make additional bylaws and may alter and repeal any bylaws whether adopted by them or otherwise.

\*\*\*



**Exclusive License and Collaboration Agreement**

**By and Between**

**Arrowhead Pharmaceuticals, Inc.**

**and**

**Sarepta Therapeutics, Inc.**

**November 25, 2024**

## TABLE OF CONTENTS

The table of contents is empty. Heading styles must be applied in the document and be selected in the table of contents properties panel.

## SCHEDULES

Schedule 1.22	ARO-ATXN2 Structure.
Schedule 1.24	ARO-DM1 Structure
Schedule 1.27	ARO-DUX4 Structure
Schedule 1.28	ARO-HTT Structure
Schedule 1.29	ARO-MMP7 Structure
Schedule 1.33	Arrowhead BBB Platform Patent Rights
Schedule 1.34	Arrowhead Cardiomyocyte Platform Patent Rights
Schedule 1.43	Arrowhead Platform Patent Rights
Schedule 1.47	Arrowhead SM Platform Patent Rights
Schedule 1.144	Existing Clinical Trials Protocols
Schedule 1.217	Licensed Product-Specific Patent Rights
Schedule 1.247	Ongoing Development Trials
Schedule 1.268	Pre-Existing Third Party Agreements
Schedule 1.316	Skeletal Muscle Targets
Schedule 2.3	Arrowhead Pre-Approved Subcontractors
Schedule 3.1.2	CTA Ready Package Form
Schedule [***]	
Schedule 3.6.1(a)	Form of Weekly Report
Schedule 5.4	Approved Sarepta CMO
Schedule 9.8.2	Press Releases
Schedule 10.2	Exceptions to the Representations and Warranties by Arrowhead

## EXCLUSIVE LICENSE AND COLLABORATION AGREEMENT

THIS EXCLUSIVE LICENSE AND COLLABORATION AGREEMENT (this “**Agreement**”), entered into as of November 25, 2024 (the “**Execution Date**”), is entered into by and between Sarepta Therapeutics, Inc., a Delaware corporation having its principal offices at 215 First Street, Cambridge, MA 02142 (“**Sarepta**”), and Arrowhead Pharmaceuticals, Inc., a Delaware corporation having its principal offices at 177 East Colorado Boulevard, Suite 700, Pasadena, CA (“**Arrowhead**”). Arrowhead and Sarepta are referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

**WHEREAS**, Sarepta is a biotechnology company engaged in the research, development, and commercialization of products useful in the amelioration, treatment, or prevention of genetic human diseases and conditions;

**WHEREAS**, Arrowhead is a biopharmaceutical company focused on developing medicines that treat intractable diseases by silencing the genes that cause them, including advancing RNA interference based treatments for protein-based genetic disorders;

**WHEREAS**, the Parties wish to enter into a collaboration to develop targeted siRNA therapies against (a) DUX4 for the treatment of facioscapulohumeral muscular dystrophy, (b) DMPK for the treatment of type 1 myotonic dystrophy, (c) ATXN1, ATXN2, and ATXN3 for the treatment of Ataxias, (d) MMP7 for the treatment of idiopathic pulmonary fibrosis, (e) HTT for the treatment of Huntington’s Disease, and (f) other Collaboration Targets targeting skeletal muscle, the central nervous system, or cardiomyocytes; and

**WHEREAS**, Sarepta wishes to obtain, and Arrowhead desires to grant, an exclusive worldwide license under certain Patent Rights, Know-How, and other intellectual property rights Controlled by Arrowhead to Research, Develop, Manufacture, Commercialize, and otherwise Exploit the Licensed Compounds and Licensed Products on the terms and conditions set forth herein.

**NOW, THEREFORE**, the Parties hereby agree as follows:

### 1. DEFINITIONS

Unless specifically set forth to the contrary herein, the following terms, whether used in the singular or plural, will have the respective meanings set forth below:

- 1.1 “**Acquired Business**” has the meaning set forth in Section 2.10.3 (Acquired Business Exception).
- 1.2 “**Acquirer**” means, collectively, the Third Party referenced in the definition of Change of Control and such Third Party’s Affiliates, other than the applicable Party in the definition of Change of Control and such Party’s Affiliates immediately prior to the closing of such Change of Control.
- 1.3 “**Additional R&D Activities**” has the meaning set forth in Section 3.1.4 (Additional R&D Responsibilities).
- 1.4 “**Additional R&D Budget**” has the meaning set forth in Section 3.1.4 (Additional R&D Responsibilities).
- 1.5 “**Additional R&D Plan**” has the meaning set forth in Section 3.1.4 (Additional R&D Responsibilities).

- 1.6 “**Adverse Event**” means any untoward medical occurrence in a human clinical study subject or in a patient who is administered a Licensed Product, whether or not considered related to such Licensed Product, including any undesirable sign (including abnormal laboratory findings of clinical concern), symptom, or disease associated with the use of a Licensed Product.
- 1.7 “**Affiliate**” means any Person directly or indirectly controlled by, controlling, or under common control with, a Party, but only for so long as such control continues. For purposes of this definition, “**control**” (including, with correlative meanings, “**controlled by**,” “**controlling**,” and “**under common control with**”) will be presumed to exist with respect to a Person in the event of the possession, direct or indirect, of (a) the power to direct or cause the direction of the management and policies of such Person (whether through ownership of securities, by contract or otherwise), or (b) 50% or more of the voting securities or other comparable equity interests. The Parties acknowledge that in the case of certain entities organized under the laws of certain countries outside of the United States, the maximum percentage ownership permitted by law for a foreign investor may be less than 50%, and that in such case, such lower percentage will be substituted in the preceding sentence, *provided* that such foreign investor has the power to direct or cause the direction of the management and policies of such Person. Neither of the Parties will be deemed to be an “**Affiliate**” of the other solely as a result of their entering into this Agreement. The Parties acknowledge that for the purposes of this Agreement, Visirna Therapeutics, Inc. will not be an Affiliate of Arrowhead.
- 1.8 “**Agreement**” has the meaning set forth in the preamble.
- 1.9 “**Alliance Manager**” has the meaning set forth in Section 7.1 (Alliance Managers).
- 1.10 “**Annual Fees**” has the meaning set forth in Section 8.2 (Annual Fees).
- 1.11 “**Annual Net Sales**” means the aggregate Net Sales resulting from the sale of all Licensed Products Directed To a given Target in the Territory by Sarepta, its Affiliates, or its or their Sublicensees during a given Calendar Year.
- 1.12 “**Antitrust Clearance Date**” means the earliest date on which all applicable waiting periods and approvals required under Antitrust Laws with respect to the transactions contemplated under this Agreement have expired or have been terminated (in the case of waiting periods) or been received (in the case of approvals), in each case, without the imposition of any conditions.
- 1.13 “**Antitrust Filing**” means any filing with the United States Federal Trade Commission and the Antitrust Division of the United States Department of Justice and any other applicable Governmental Authority in the Territory, as required under any Antitrust Laws with respect to the transactions contemplated under this Agreement, together with all required documentary attachments thereto.
- 1.14 “**Antitrust Laws**” means any federal, state, or foreign law, regulation, or decree, including the HSR Act, designed to prohibit, restrict, or regulate actions for the purpose or effect of monopolization or restraint of trade.
- 1.15 “**Approved Sarepta CMO**” has the meaning set forth in Section 5.4 (Manufacturing Technology Transfer).
- 1.16 “**Arbitrator**” has the meaning set forth in Section 15.3.1 (Expedited Arbitration).
- 1.17 “**Arising Delivery Ligand Know-How**” has the meaning set forth in Section 12.1.2(a) (Arrowhead).
- 1.18 “**Arising Delivery Ligand Patent Rights**” has the meaning set forth in Section 12.1.2(a) (Arrowhead).

- 1.19 “**Arising Know-How**” means any and all Know-How conceived, invented, developed, or otherwise made during the Term by or on behalf of one or more Personnel of a Party (or any of its Affiliates, licensees, sublicensees, or subcontractors), either alone or jointly with one or more Personnel of the other Party (or any of its Affiliates, licensees, sublicensees, or subcontractors), in each case, in the performance of activities relating to the Exploitation of Licensed Compounds or Licensed Products under this Agreement.
- 1.20 “**Arising Patent Rights**” means any Patent Right that (a) has a priority date after the Effective Date, and (b) Covers any Arising Know-How.
- 1.21 “**ARO-ATXN1**” means the to-be-selected chemical composition that is the CTA-ready candidate internally coded by Arrowhead as ARO-ATXN1.
- 1.22 “**ARO-ATXN2**” means the chemical composition internally coded by Arrowhead as ARO-ATXN2, the chemical structure of which is set forth on **Schedule 1.22** (ARO-ATXN2 Structure).
- 1.23 “**ARO-ATXN3**” means the to-be-selected chemical composition that is the CTA-ready candidate internally coded by Arrowhead as ARO-ATXN3.
- 1.24 “**ARO-DM1**” means the chemical composition internally coded by Arrowhead as ARO-DM1, the chemical structure of which is set forth on **Schedule 1.24** (ARO-DM1 Structure).
- 1.25 “[\*\*\*]” means [\*\*\*].
- 1.26 “[\*\*\*]” has the meaning set forth in [\*\*\*].
- 1.27 “**ARO-DUX4**” means the chemical composition internally coded by Arrowhead as ARO-DUX4, the chemical structure of which is set forth on **Schedule 1.27** (ARO-DUX4 Structure).
- 1.28 “**ARO-HTT**” means the chemical composition that is the CTA-ready candidate internally coded by Arrowhead as ARO-HTT, the chemical structure of which is set forth on **Schedule 1.28** (ARO-HTT Structure).
- 1.29 “**ARO-MMP7**” means the chemical composition internally coded by Arrowhead as ARO-MMP7, the chemical structure of which is set forth on **Schedule 1.29** (ARO-MMP7 Structure).
- 1.30 “**Arrowhead**” has the meaning set forth in the preamble.
- 1.31 “**Arrowhead Arising Know-How**” has the meaning set forth in Section 12.1.2(a) (Arrowhead).
- 1.32 “**Arrowhead Arising Patent Right**” has the meaning set forth in Section 12.1.2(a) (Arrowhead).
- 1.33 “**Arrowhead BBB Platform**” means the Know-How or other intellectual property rights Controlled by Arrowhead or its Affiliates that is related to, or Patent Rights Controlled by Arrowhead or its Affiliates that Cover, any Arrowhead Platform that utilizes the conjugation or other incorporation (or fragments thereof) of an antibody that is designed to shuttle certain compounds, including RNAi Molecules, across the blood brain barrier, and includes the platform disclosed in the Patent Rights listed in **Schedule 1.33** (Arrowhead BBB Platform Patent Rights).
- 1.34 “**Arrowhead Cardiomyocyte Platform**” means the Know-How or other intellectual property rights Controlled by Arrowhead or its Affiliates that is related to, or Patent Rights Controlled by Arrowhead or its Affiliates that Cover, any Arrowhead Platform that utilizes the conjugation or other incorporation of a ligand that is designed to deliver compounds, including RNAi Molecules, to cardiomyocytes, and includes the platform disclosed in the Patent Rights listed in **Schedule 1.34** (Arrowhead Cardiomyocyte Platform Patent Rights).

- 1.35 “**Arrowhead Development Costs**” has the meaning set forth in Section 3.4.1 (Arrowhead Development Costs Reimbursement).
- 1.36 “**Arrowhead Excluded Know-How**” means, collectively, any and all Know-How (a) relating to Arrowhead’s RNAi Molecule trigger sequence selection and design process, or (b) that Arrowhead or any of its Affiliates comes to own or otherwise Control after the Execution Date relating to the Manufacture of RNAi Molecules generally, but only to the extent such Know-How is not (i) utilized in connection with any Development or Manufacturing work performed by Arrowhead or any of its Affiliates either (A) prior to the Execution Date for itself or (B) for Sarepta under this Agreement during the Term or under any other supply or development agreement or plan between the Parties after the Effective Date, (ii) otherwise disclosed in writing by Arrowhead to Sarepta during the Term, (iii) necessary for the Exploitation of a Licensed Compound or Licensed Product, or (iv) Arising Delivery Ligand Know-How.
- 1.37 “**Arrowhead Excluded Patent Rights**” means any Patent Rights that Cover any Arrowhead Excluded Know-How.
- 1.38 “**Arrowhead Indemnitees**” has the meaning set forth in Section 11.2 (Indemnification by Sarepta).
- 1.39 “**Arrowhead Know-How**” means any and all Know-How that (a) relates to the composition of matter, formulation, form, or a method of use or treatment, delivery, or Manufacture of a Licensed Compound or a Licensed Product. (b) is Controlled by Arrowhead or any of its Affiliates as of the Effective Date or during the Term, and (c) is necessary or reasonably useful to Exploit one or more Licensed Compounds or Licensed Products in the Field in the Territory, *including* any and all Arrowhead Arising Know-How and Arrowhead’s interest in any and all Joint Arising Know-How but *excluding* Arrowhead Excluded Know-How. Notwithstanding anything herein to the contrary, Arrowhead Know-How excludes the Licensed Product-Specific Patent Rights and the Arrowhead Platform Patent Rights.
- 1.40 “**Arrowhead Manufacturing Know-How**” has the meaning set forth in Section 5.4 (Manufacturing Technology Transfer).
- 1.41 “**Arrowhead Patent Rights**” means any and all Patent Rights that (a) are Controlled by Arrowhead or any of its Affiliates as of the Effective Date or during the Term and (b) (i) Cover a Licensed Compound or a Licensed Product (including, for clarity, its composition of matter, formulation, form, or a method of use or treatment, delivery, or Manufacture) or (ii) are necessary or reasonably useful to Exploit one or more Licensed Compounds or Licensed Products in the Field in the Territory, *including* any and all Arrowhead Arising Patent Rights and Arrowhead’s interest in any and all Joint Arising Patent Rights but *excluding* all Arrowhead Excluded Patents Rights. The Arrowhead Patent Rights include the Arrowhead Platform Patent Rights.
- 1.42 “**Arrowhead Platform**” means Arrowhead’s proprietary siRNA platform for RNAi Molecule sequence selection and delivery, including for Licensed Products and Licensed Compounds (*i.e.*, TRiM™ technology). For clarity, the Arrowhead Platform includes the Arrowhead BBB Platform, Arrowhead Cardiomyocyte Platform, and Arrowhead SM Platform.
- 1.43 “**Arrowhead Platform Patent Rights**” means any and all Arrowhead Patent Rights that are not Licensed Product-Specific Patent Rights. The Arrowhead Platform Patent Rights relevant to the contemplated Licensed Compounds and Licensed Products as of the Execution Date, and, if applicable, the Effective Date, are set forth on **Schedule 1.43** (Arrowhead Platform Patent Rights).
- 1.44 “**Arrowhead Prosecuted Patent Rights**” has the meaning set forth in Section 12.2.2(a) (Arrowhead’s Right to Prosecute Patents).
- 1.45 “**Arrowhead Records**” has the meaning set forth in Section 8.7.3 (Records and Audits).

- 1.46 “[\*\*\*]” means [\*\*\*].
- 1.47 “**Arrowhead SM Platform**” means the Know-How or other intellectual property rights Controlled by Arrowhead or its Affiliates that is related to, or Patent Rights Controlled by Arrowhead or its Affiliates that Cover, any Arrowhead Platform that utilizes the conjugation or other incorporation of a ligand that is designed to deliver compounds, including RNAi Molecules, to skeletal muscle tissue, and includes the platform disclosed in the Patent Rights listed in **Schedule 1.47** (Arrowhead SM Platform Patent Rights).
- 1.48 “**Arrowhead Technology**” means, collectively, (a) the Arrowhead Patent Rights and (b) the Arrowhead Know-How.
- 1.49 “**Assigned Regulatory Submissions**” means all INDs, MAAs, and other Regulatory Approvals or Regulatory Submissions assigned by Arrowhead to Sarepta pursuant to Section 4.2 (Assignment of Regulatory Submissions).
- 1.50 “**Assumed C1 Program Development Activities**” has the meaning set forth in Section 3.1.1(a) (Arrowhead Category 1 Program Development Responsibility).
- 1.51 “**ATXN1**” means ataxin-1.
- 1.52 “**ATXN1 Backup Compound**” means any RNAi Molecule Directed To ATXN1 that is Controlled by Arrowhead or any of its Affiliates as of the Execution Date or, subject to Section 2.10 (Exclusivity), during the Term, excluding ARO-ATXN1.
- 1.53 “**ATXN1 Program**” means the program for the Research, Development, Manufacture, Commercialization, and other Exploitation of Licensed ATXN1 Compounds and Licensed ATXN1 Products.
- 1.54 “**ATXN2**” means ataxin-2.
- 1.55 “**ATXN2 Backup Compound**” means any RNAi Molecule Directed To ATXN2 that is Controlled by Arrowhead or any of its Affiliates as of the Execution Date or, subject to Section 2.10 (Exclusivity), during the Term, excluding ARO-ATXN2.
- 1.56 “**ATXN2 Phase I Clinical Trial**” means the Phase I Clinical Trial titled “A Phase 1 Placebo-Controlled Dose Escalating Study to Evaluate the Safety, Tolerability, Pharmacokinetics, and Pharmacodynamics of ARO-ATXN2 in Adult Subjects with Spinocerebellar Ataxia Type 2” (Clinical Trial ID: NCT06672445).
- 1.57 “**ATXN2 Program**” means the program for the Research, Development, Manufacture, Commercialization, and other Exploitation of Licensed ATXN2 Compounds and Licensed ATXN2 Products.
- 1.58 “**ATXN3**” means ataxin-3.
- 1.59 “**ATXN3 Backup Compound**” means any RNAi Molecule Directed To ATXN3 that is Controlled by Arrowhead or any of its Affiliates as of the Execution Date or during the Term, excluding ARO-ATXN3.
- 1.60 “**ATXN3 Program**” means the program for the Research, Development, Manufacture, Commercialization, and other Exploitation of Licensed ATXN3 Compounds and Licensed ATXN3 Products.
- 1.61 “**Audited Party**” has the meaning set forth in Section 8.7.3 (Records and Audits).
- 1.62 “**Auditing Party**” has the meaning set forth in Section 8.7.3 (Records and Audits).

- 1.63 “**Auditor**” has the meaning set forth in Section 8.7.3 (Records and Audits).
- 1.64 “**Bankrupt Party**” has the meaning set forth in Section 13.4 (Termination for Bankruptcy).
- 1.65 “**Bankruptcy Code**” means Title 11, United States Code, as amended, or analogous provisions of Law outside the United States.
- 1.66 “**Breaching Party**” has the meaning set forth in Section 13.5.1 (Material Breach and Cure Period).
- 1.67 “**Business Day**” means a calendar day other than a Saturday, Sunday, or a bank or other public holiday in Boston, Massachusetts or Pasadena, California.
- 1.68 “**Calendar Quarter**” means the respective periods of three consecutive calendar months ending on March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, or December 31<sup>st</sup> in any Calendar Year; *provided, however*, that the first Calendar Quarter of the Term will extend from the Effective Date to the end of the first complete Calendar Quarter thereafter.
- 1.69 “**Calendar Year**” means any calendar year beginning on January 1<sup>st</sup> and ending on December 31<sup>st</sup>, *provided, however*, that the first Calendar Year of the Term will begin on the Effective Date and end on December 31.
- 1.70 “**Cardiomyocyte Target**” means any genetic target that a potential therapeutic product could be Directed To that would [\*\*\*] cardiomyocytes.
- 1.71 “**Category 1 Development Budget**” has the meaning set forth in Section 3.1.1(c)(i) (Category 1 Development Plans).
- 1.72 “**Category 1 Development Plan**” has the meaning set forth in Section 3.1.1(c)(i) (Category 1 Development Plans).
- 1.73 “**Category 1 Lead Compounds**” means ARO-DUX4, ARO-DM1, ARO-ATXN2, and ARO-MMP7, in each case, individually or collectively as the context requires.
- 1.74 “**Category 1 Programs**” means the ATXN2 Program, the DM1 Program, the DUX4 Program, and the MMP7 Program, in each case, individually or collectively as the context requires.
- 1.75 “**Category 2 CTA Ready Data**” has the meaning set forth in Section 3.1.2(b) (Category 2 Development Plans).
- 1.76 “**Category 2 CTA Ready Package**” has the meaning set forth in Section 3.1.2(b) (Category 2 Development Plans).
- 1.77 “**Category 2 Development Plan**” has the meaning set forth in Section 3.1.2(b) (Category 2 Development Plans).
- 1.78 “**Category 2 Program Research Activities**” has the meaning set forth in Section 3.1.2(b) (Category 2 Development Plans).
- 1.79 “**Category 2 Programs**” means the ATXN1 Program, the ATXN3 Program, and the HTT Program, in each case, individually or collectively as the context requires.
- 1.80 “**Category 3 CTA Ready Data**” has the meaning set forth in Section 3.1.3(d) (Category 3 Development Plans).
- 1.81 “**Category 3 CTA Ready Package**” has the meaning set forth in Section 3.1.3(d) (Category 3 Development Plans).

- 1.82 “**Category 3 Development Plan**” has the meaning set forth in Section 3.1.3(d) (Category 3 Development Plans).
- 1.83 “**Category 3 Program Research Activities**” has the meaning set forth in Section 3.1.3(d) (Category 3 Development Plans).
- 1.84 “**Category 3 Programs**” means the programs for the Research, Development, Manufacture, Commercialization, and other Exploitation of Licensed C3 Compounds and Licensed C3 Products, including the [\*\*\*], in each case, individually or collectively as the context requires.
- 1.85 “**Change of Control**” means, with respect to a Party, that: (a) any Third Party acquires directly or indirectly the beneficial ownership of any voting security of such Party, or if the percentage ownership of such Third Party in the voting securities of such Party is increased through stock redemption, cancellation, or other recapitalization, and immediately after such acquisition or increase such Third Party is, directly or indirectly, the beneficial owner of voting securities representing at least 50% of the total voting power of all of the then-outstanding voting securities of such Party; (b) a merger, consolidation, recapitalization, or reorganization of such Party is consummated, other than any such transaction that would result in shareholders or equity holders of such Party immediately prior to such transaction owning at least 50% of the outstanding voting securities of the surviving entity (or its parent entity) immediately following such transaction; (c) the shareholders or equity holders of such Party approve a plan of complete liquidation of such Party, or an agreement for the sale or disposition by such Party of all or substantially all of such Party’s assets, other than pursuant to the transactions described above or to an Affiliate; or (d) the sale or transfer to a Third Party of all or substantially all of such Party’s consolidated assets taken as a whole. Notwithstanding the foregoing, any transaction or series of transactions effected for the purpose of financing the operations of the applicable Party or one or more of its applicable Affiliates (such as an initial public offering or other offering of equity securities to non-strategic investors) will not be deemed a “**Change of Control**” for purposes of this Agreement.
- 1.86 “**Clinical Trial**” means any clinical investigation in which a pharmaceutical product is administered or dispensed to, or used involving human subjects, including any Phase I Clinical Trial, Phase II Clinical Trial, Phase III Clinical Trial, or any post-approval clinical trial in humans.
- 1.87 “**Clinical Trial Regulatory Submissions**” means all INDs and other Regulatory Submissions in the Territory related to any Clinical Trial, including the Ongoing Development Trials.
- 1.88 “**CMC Activities**” means, with respect to a Licensed Compound or Licensed Product, all Manufacturing activities (including the generation of all CMC Data) necessary to support the Development or Commercialization of such Licensed Compound or Licensed Product, as applicable, at the applicable stage of Development or Commercialization, including formulation, process development, process qualification and validation, scale-up, analytic development, product characterization, stability testing, quality assurance, and quality control.
- 1.89 “**CMC Data**” means the chemistry, manufacturing and controls data for each Licensed Compound or Licensed Product, as applicable, required by applicable Law to be included or referenced in, or that otherwise supports, an application for Regulatory Approval for such Licensed Product.
- 1.90 “**CMO**” means a contract manufacturing organization or a contract testing organization.
- 1.91 “**CNS Target**” means (a) [\*\*\*], and (b) any other genetic target that a potential therapeutic product could be Directed To that would inhibit or otherwise modulate expression within the central nervous system, but excluding [\*\*\*].
- 1.92 “[\*\*\*]” has the meaning set forth in [\*\*\*].
- 1.93 “[\*\*\*]” has the meaning set forth in [\*\*\*].

- 1.94 “**Collaboration Target**” means each of the targets accepted by Arrowhead pursuant to Section 3.1.3(a) (Selection of Collaboration Targets).
- 1.95 “**Collaboration Term**” means, on a Collaboration Target-by-Collaboration Target basis, the earlier of (a) the CTA Ready Package Acceptance Date for such Collaboration Target, (b) the date on which the [\*\*\*] has been achieved for such Collaboration Target, or (c) the [\*\*\*] anniversary of the Effective Date, *provided* that, solely in the case of this clause (c), (i) if a Replacement Target for such Collaboration Target is selected by Sarepta as permitted under Section 3.1.3(b) (Sarepta Collaboration Target Substitution Right) and accepted as a new Collaboration Target by Arrowhead pursuant to Section 3.1.3(a) (Selection of Collaboration Targets) and (ii) the [\*\*\*] anniversary of the Execution Date is less than [\*\*\*] after the date on which the Parties agree on a Category 3 Development Plan for such new Collaboration Target pursuant to Section 3.1.3(d) (Category 3 Development Plans), then such [\*\*\*] period will be extended by such an amount of time as is necessary such that there are [\*\*\*] from the date on which Arrowhead accepts such Replacement Target as a new Collaboration Target.
- 1.96 “**Combination Product**” means a Licensed Product that contains or comprises a Licensed Compound as a therapeutically active pharmaceutical ingredient together with one or more other therapeutically active pharmaceutical ingredients other than a Licensed Compound (an “**Other Component**”) that are (a) either coformulated or copackaged together and sold either as a fixed dose/unit or as separate doses/units in a single package, or otherwise are sold together for a single price, but excluding devices, drug delivery vehicles, adjuvants, solubilizers and excipients used with a Licensed Compound, and not specifically related to an Other Component, or (b) defined as a “combination product” by the FDA pursuant to 21 C.F.R. § 3.2(e) or its foreign equivalent.
- 1.97 “[\*\*\*]” has the meaning set forth in Section 5.2 (Arrowhead Supply Obligation).
- 1.98 “**Commercialization**” means any and all activities directed to the marketing, promotion, distribution, offering for sale, sale, having sold, importing, having imported, exporting, having exported, or other commercialization of a pharmaceutical or biologic product, but excluding activities directed to Manufacturing, Development, or Medical Affairs. “**Commercialize**,” “**Commercializing**,” and “**Commercialized**” will be construed accordingly.
- 1.99 “**Commercially Reasonable Efforts**” means (a) with respect to the efforts and resources to be expended, or considerations to be undertaken, by Sarepta with respect to any objective or activity related to the Development, Regulatory Approval, Manufacture, Medical Affairs or Commercialization of a Licensed Compound or a Licensed Product, the efforts, resources and considerations to accomplish such objective or activity as Sarepta would normally use to accomplish a similar objective or activity under similar circumstances, it being understood and agreed that such efforts and resources will be consistent with those efforts and resources commonly used by Sarepta under similar circumstances for similar compounds or products owned by it or to which it has similar rights, which compound or product, as applicable, is at a similar stage in its development or product life and of similar market potential, taking into account all relevant factors, including: (i) issues of efficacy, safety, and expected and actual approved labeling, (ii) the expected and actual competitiveness of alternative products sold by Third Parties in the marketplace, (iii) the expected and actual product profile of the Licensed Product, (iv) the expected and actual patent coverage and other proprietary position of the Licensed Product, (v) the likelihood of receiving Regulatory Approval [\*\*\*] given the regulatory structure involved, including regulatory or data exclusivity, and (vi) the expected and actual profitability [\*\*\*] of the Licensed Product, and (b) with respect to the efforts and resources to be expended by Arrowhead, with respect to any objective or activity under this Agreement, the efforts and resources to accomplish such objective or activity Arrowhead would normally use to accomplish for its own similar objective under similar circumstances. Commercially Reasonable Efforts will be determined on a country-by-country and indication-by-indication basis for each Licensed Product, as applicable, and it is anticipated that the level of effort and resources that constitute “**Commercially Reasonable Efforts**” with respect to a particular country or indication may change over time, reflecting changes in the status of each Licensed Product, as applicable, and the country(ies) involved.

- 1.100** “**Competitive Infringement**” means (a) the making, using, selling, offering for sale, importing, or exporting by a Third Party of a pharmaceutical or biologic product in a country that actually or potentially infringes a Valid Claim of an Arrowhead Patent Right or a Sarepta Arising Patent Right in such country or (b) the filing of an ANDA under Section 505(i) of the FD&C Act or an application under Section 505(b)(2) of the FD&C Act naming a Licensed Product as a reference listed drug and including a certification under Section 505(j)(2)(A)(vii)(IV) or 505(b)(2)(A)(IV), respectively.
- 1.101** “**Confidential Information**” means (a) the terms of this Agreement and (b) with respect to a Party, subject to Section 9.3 (Exemptions), all Know-How or other information, including proprietary information and materials (whether or not patentable) embodying such Party’s technology, products, business information, or objectives, that is communicated by or on behalf of such Party (the “**Disclosing Party**” with respect to such information) to the other Party (the “**Receiving Party**” with respect to such information) or its permitted recipients, including information disclosed by such Party prior to the Effective Date pursuant to the Confidentiality Agreement.
- 1.102** “**Confidentiality Agreement**” means that certain Mutual Confidential Disclosure Agreement dated [\*\*\*] by and between Arrowhead and Sarepta, as amended [\*\*\*].
- 1.103** “**Control**” or “**Controlled**” means the possession by a Party or its Affiliates (whether by ownership, license, sublicense or otherwise, other than pursuant to this Agreement) of, (a) with respect to any tangible Know-How or materials, the legal authority or right to physical possession of such tangible Know-How or materials, with the right to provide such tangible Know-How or materials to the other Party on the terms set forth herein, (b) with respect to Patent Rights, Regulatory Approvals, Regulatory Submissions, intangible Know-How, or other intellectual property, the legal authority or right to grant a license, sublicense, access, or right to use (as applicable) to the other Party under such Patent Rights, Regulatory Approvals, Regulatory Submissions, intangible Know-How, or other intellectual property on the terms set forth herein, or (c) with respect to a product or component thereof, the legal authority or right to grant a license, sublicense, access, or right to use (as applicable) to the other Party under Patent Rights that Cover, or proprietary Know-How that is incorporated in or embodies, such product or component on the terms set forth herein, in each case ((a), (b), and (c)), without (i) breaching or otherwise violating the terms of any arrangement or agreement with a Third Party in existence as of the time such Party or its Affiliates would first be required hereunder to grant the other Party such access, right to use, license, or sublicense, or (ii) incurring any additional payment obligations to a Third Party that are not subject to an allocation agreed between the Parties pursuant to this Agreement, including in accordance with Section 2.9 (Third Party In-License Payments) or otherwise in writing. Notwithstanding any provision in this Agreement to the contrary, following the closing of a Change of Control of Arrowhead, the Parties agree that Arrowhead will be deemed not to Control any materials, tangible Know-How, Patent Rights, Regulatory Submissions, Regulatory Approvals, intangible Know-How, or other intellectual property that are owned or in-licensed by an Acquirer or any of its Affiliates immediately prior to the closing of such Change of Control, except to the extent such materials, tangible Know-How, Patent Rights, Regulatory Submissions, Regulatory Approvals, intangible Know-How, or other intellectual property owned or in-licensed by the Acquirer or such Affiliate (A) were included in the licenses or other rights granted to Sarepta pursuant to this Agreement immediately prior to the closing of such Change of Control or (B) are used in the performance of any of Arrowhead’s or its Affiliates’ obligations, or exercise of its or their rights, under this Agreement following the closing of such Change of Control.
- 1.104** “**Cover**,” “**Covering**,” or “**Covered**” means, with respect to a particular subject matter at issue and a relevant Patent Right or individual claim in such Patent Right, as applicable, that the manufacture, use, sale, offer for sale, or importation of such subject matter would fall within the scope of one or more claims in such Patent Right or the individual claim of such Patent Right.
- 1.105** “**CRO**” means a contract research organization.

- 1.106 “CTA” has the meaning set forth in Section 1.173 (“IND”).
- 1.107 “CTA Ready Package Acceptance Date” means (a) with respect to each Program within the Category 2 Programs, the acceptance date of the Category 2 CTA Ready Package for such Program pursuant to Section 3.1.2(c) (Sarepta Category 2 CTA Ready Package Acceptance), and (b) with respect to each Program within the Category 3 Programs, the acceptance date of the Category 3 CTA Ready Package for such Program pursuant to Section 3.1.3(e) (Sarepta Category 3 CTA Ready Package Acceptance).
- 1.108 “CTA Transfer Date” has the meaning set forth in Section 4.2.1(a) (Clinical Trial Regulatory Submissions).
- 1.109 “Cure Period” has the meaning set forth in Section 13.5.1 (Material Breach and Cure Period).
- 1.110 “Debarred” means, with respect to an individual or entity, that such individual or entity has been debarred or suspended under 21 U.S.C. §335(a) or (b), the subject of a conviction described in Section 306 of the FD&C Act, excluded from a federal or governmental health care program, debarred from federal contracting, convicted of or pled *nolo contendere* to any felony, or to any federal or state legal violation (including misdemeanors) relating to prescription drug products or fraud, the subject of OFAC sanctions or on the OFAC list of specially designated nationals, or the subject of any similar sanction of any Governmental Authority in the Territory.
- 1.111 “Delivery Ligand” means a ligand (including any linkers, whether incorporated into the ligand or a separate component) that is (a) conjugated to an RNAi Molecule to help facilitate delivery *in vivo* to specific tissues or cell types, which may include lipid moieties, antibodies, peptides, and small molecule compounds, (b) a component of, or used in the Manufacture of, Licensed Compounds or Licensed Products, and (c) based on, evolved from, a process improvement to, or is otherwise derived from the Arrowhead Platform, Arrowhead BBB Platform, or Arrowhead Cardiomyocyte Platform.
- 1.112 “Development” means all internal and external research, development, and regulatory activities related to pharmaceutical or biologic products (including Research), including (a) toxicology testing and studies, non-clinical and preclinical testing, studies, and other activities, and Clinical Trials, and (b) preparation, submission, review, and development of data or information for the purpose of submission to a Regulatory Authority to obtain authorization to conduct Clinical Trials and to obtain, support, or maintain Regulatory Approval of a pharmaceutical or biologic product and interacting with Regulatory Authorities following receipt of Regulatory Approval in the applicable country or region for such pharmaceutical or biologic product regarding the foregoing, but excluding activities directed to Manufacturing, Medical Affairs, or Commercialization. Development will include development and regulatory activities for additional forms, formulations, or indications for a pharmaceutical or biologic product after receipt of Regulatory Approval of such product (including label expansion), including Clinical Trials initiated following receipt of Regulatory Approval or any Clinical Trial to be conducted after receipt of Regulatory Approval that was mandated by the applicable Regulatory Authority as a condition of such Regulatory Approval with respect to an approved formulation or indication (such as post-marketing studies or observational studies, in either case, if required by any Regulatory Authority in any region in the Territory to support or maintain Regulatory Approval for a pharmaceutical or biologic product in such region). “Develop,” “Developing,” and “Developed” will be construed accordingly.
- 1.113 “Development Plans” has the meaning set forth in Section 3.1.3(d) (Category 3 Development Plans).
- 1.114 “Development Report” has the meaning set forth in Section 3.6.1(b) (Other Activities).
- 1.115 “Direct Costs” means the sum of the following as incurred for the applicable Licensed Compound, Licensed Product, or any other tangible material to be provided by one Party to the other Party hereunder: [\*\*\*].

- 1.116 “**Directed To**” means, with respect to a compound or product and a gene target, that the mechanism of such compound or product [\*\*\*] such target.
- 1.117 “**Disclosing Party**” has the meaning set forth in Section 1.101 (“Confidential Information”).
- 1.118 “**Disputes**” has the meaning set forth in Section 15.1 (Exclusive Dispute Resolution Mechanism).
- 1.119 “[\*\*\*]” means [\*\*\*].
- 1.120 “[\*\*\*]” means [\*\*\*].
- 1.121 “[\*\*\*]” means [\*\*\*].
- 1.122 “[\*\*\*]” means, [\*\*\*].
- 1.123 “[\*\*\*]” means [\*\*\*].
- 1.124 “[\*\*\*]” has the meaning set forth in [\*\*\*].
- 1.125 “[\*\*\*]” has the meaning set forth in [\*\*\*].
- 1.126 “**DM1 Phase I Clinical Trial**” means the Phase I Clinical Trial titled “A Phase 1/2a Dose-Escalating Study to Evaluate the Safety, Tolerability, Pharmacokinetics, and Pharmacodynamics of ARO-DM1 in Subjects With Type 1 Myotonic Dystrophy Who Are  $\geq 18$  to  $\leq 65$  Years” (Clinical Trial ID: NCT06138743).
- 1.127 “**DM1 Program**” means the program for the Research, Development, Manufacture, Commercialization, and other Exploitation of Licensed DM1 Compounds and Licensed DM1 Products, but, which for clarity, shall not include the [\*\*\*].
- 1.128 “[\*\*\*]” means [\*\*\*].
- 1.129 “[\*\*\*]” has the meaning set forth in [\*\*\*].
- 1.130 “**DMPK**” means dystrophin myotonia protein kinase, alternatively referred to as DM1 protein kinase.
- 1.131 “**Dollars**” or “**\$**” means the legal tender of the United States of America.
- 1.132 “**Drug Product**” has the meaning set forth in Section 5.2 (Arrowhead Supply Obligation).
- 1.133 “**Drug Substance**” has the meaning set forth in Section 5.2 (Arrowhead Supply Obligation).
- 1.134 “**DSC**” has the meaning set forth in Section 8.3.1(c) (Amendment to Existing Clinical Trial Protocol).
- 1.135 “**DUX4**” means double homeobox 4.
- 1.136 “**DUX4 Backup Compound**” means any RNAi Molecule Directed To DUX4 that is Controlled by Arrowhead or any of its Affiliates as of the Execution Date or, subject to Section 2.10 (Exclusivity), during the Term, excluding ARO-DUX4.
- 1.137 “**DUX4 Phase I Clinical Trial**” means the Phase I Clinical Trial titled “A Phase 1/2a Dose-Escalating Study to Evaluate the Safety, Tolerability, Pharmacokinetics, and Pharmacodynamics of ARO-DUX4 in Adult Patients With Facioscapulohumeral Muscular Dystrophy Type 1” (Clinical Trial ID: NCT06131983).

- 1.138 “**DUX4 Program**” means the program for the Research, Development, Manufacture, and Commercialization of Licensed DUX4 Compounds and Licensed DUX4 Products.
- 1.139 “**Effective Date**” has the meaning set forth in Section 14.1 (Effective Date).
- 1.140 “**EMA**” means the European Medicines Agency or any successor entity.
- 1.141 “**Exclusive SM Targets**” has the meaning set forth in Section 1.316 (“Skeletal Muscle Target”).
- 1.142 “**Execution Date**” has the meaning set forth in the preamble.
- 1.143 “**Executive Officer**” means (a) the Chief Executive Officer of Arrowhead (or an executive officer of Arrowhead designated by the Chief Executive Officer of Arrowhead who has the power and authority to resolve a given Dispute or matter) and (b) the Chief Executive Officer of Sarepta (or an executive officer of Sarepta designated by the Chief Executive Officer who has the power and authority to resolve a given Dispute or matter).
- 1.144 “**Existing Clinical Trials Protocol**” means, with respect to each of the DUX4 Phase I Clinical Trial, the DM1 Phase I Clinical Trial, the ATXN2 Phase I Clinical Trial, and the MMP7 Phase I Clinical Trial, the study protocol existing as of the Execution Date, attached hereto as **Schedule 1.144** (Existing Clinical Trials Protocols).
- 1.145 “**Existing Lead Compounds**” means ARO-ATXN2, ARO-DM1, ARO-DUX4, ARO-MMP7, and ARO-HTT, in each case, individually or collectively as the context requires.
- 1.146 “**Exploitation**” means to Develop, Manufacture, Commercialize, or otherwise exploit. When used as a verb, to “**Exploit**” means to engage in any of the foregoing activities.
- 1.147 “**FD&C Act**” means the United States Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 301 *et seq.*, as amended together with any rules, regulations, and requirements promulgated thereunder.
- 1.148 “**FDA**” means the United States Food and Drug Administration or any successor agency thereto.
- 1.149 “**Field**” means human therapeutic uses for the treatment, prevention, or prophylaxis of any disease, disorder, or condition.
- 1.150 “**First Commercial Sale**” means, on a country-by-country and Licensed Product-by-Licensed Product basis, the first sale under this Agreement by Sarepta or any of its Affiliates or Sublicensees to an end user or prescriber for use, consumption, or resale of such Licensed Product in such country following receipt of Marketing Approval for such Licensed Product in such country. “**First Commercial Sale**” will not include: (a) any distribution or other sale solely for treatment investigational new drug sales, named patient sales, expanded access program, compassionate or emergency use sales, or pre-license sales made for promotional, charitable, or other compassionate purposes, (b) other similar non-commercial uses or sales at or below cost, (c) samples of Licensed Product in reasonable quantities, or (d) sale of a Licensed Product by Sarepta to an Affiliate or a Sublicensee of Sarepta, unless such Affiliate or such Sublicensee is the end user of such Licensed Product, and *provided* that any subsequent sale of such Licensed Product by such Affiliate or such Sublicensee to an end user or prescriber for use, consumption, or resale of such Licensed Product in a country following receipt of Marketing Approval for such Licensed Product in such country will constitute a First Commercial Sale in the applicable country.
- 1.151 “**Force Majeure**” means any event beyond the reasonable control of the affected Party, including embargoes; war or acts of war, including terrorism, insurrections, riots, or civil unrest; strikes, lockouts, or other labor disturbances (other than strikes, lockouts, or labor disturbances involving such Party’s own employees); epidemics, pandemics, the spread of infectious diseases, and quarantines; fire, floods, earthquakes, or other acts of nature; or acts, omissions, or delays in acting by any Governmental Authority.

- 1.152 “FTE” means a qualified full-time person, or more than one person working the equivalent of a full-time person, where “full time” is based upon a total of 1,800 working hours per Calendar Year of scientific or technical work carried out by one or more duly qualified employees of Arrowhead or its Affiliates. Overtime, and work on weekends, holidays, and the like will not be counted with any multiplier (e.g. time-and-a-half or double time) toward the number of hours that are used to calculate the FTE contribution. Each employee utilized by Arrowhead or any of its Affiliates in connection with Arrowhead’s or such Affiliate’s performance under this Agreement may be less than or greater than one FTE based on the hours actually worked by such employee and will be treated as an FTE on a pro rata basis based upon the actual number of such hours worked divided by 1,800.
- 1.153 “FTE Costs” means, for any period, the FTE Rate multiplied by the number of FTEs in such period. FTEs will be pro-rated on a daily basis if necessary.
- 1.154 “FTE Rate” means, for the period commencing on the Effective Date until such time as the Parties agree otherwise, \$[\*\*\*] per year, subject to annual increases beginning on January 1, 2026 to reflect percentage increase in [\*\*\*], calculated by [\*\*\*]; *provided, however*, that Arrowhead will apply an FTE Rate of \$[\*\*\*] per year solely in the case of its calculation of the FTE Costs included in [\*\*\*].
- 1.155 “Fully Burdened Cost” means, with respect to a Party and Licensed Compound, Licensed Product, or any other tangible material to be provided by one Party to the other Party hereunder, [\*\*\*]. All costs and expenses included in this definition will be calculated in accordance with GAAP by such Party on a consistent basis.
- 1.156 “[\*\*\*]” means [\*\*\*].
- 1.157 “GAAP” means United States generally accepted accounting principles, which principles are currently used at the relevant time and consistently applied by the applicable Party.
- 1.158 “Generic Entry Date” has the meaning set forth in Section 8.5.2 (Reduction for Generic Competition).
- 1.159 “Generic Product” means, with respect to a Licensed Product in a particular country of the Territory, any product that is approved, or is sought to be approved, in reliance, in whole or in part, on the prior Regulatory Approval (or on safety or efficacy data submitted in support of the prior Regulatory Approval) of such Licensed Product in such country as determined by the applicable Regulatory Authority of such country, including any product authorized for sale (a) in the U.S. pursuant to Section 505(i) of the FD&C Act (21 U.S.C. 355(i)) or Section 505(b)(2) of the FD&C Act (21 U.S.C. 355(b)(2)), as amended from time to time, (b) in countries of the European Economic Area pursuant to Article 10 (but excluding Art. 10(3)), Article 10a, or Article 10b of Parliament and Council Directive 2001/83/EC as amended from time to time (including an application under Article 6.1 of Parliament and Council Regulation (EC) No. 726/2004 that relies for its content on any such provision), or (c) in any other country or other jurisdiction pursuant to all equivalents of such provisions, including any amendments and successor statutes with respect to any of the foregoing.
- 1.160 “Good Clinical Practices” or “GCP” means the then-current good clinical practice standards, practices, and procedures promulgated or endorsed by the applicable Regulatory Authority as set forth in the guidelines imposed by such Regulatory Authority, as may be updated from time-to-time, including those as set forth in FDA regulations in 21 C.F.R. Parts 11, 50, 54, 56, 312, 314, and 320 and all related FDA rules, regulations, orders, and guidances, and by the International Conference on Harmonization E6: Good Clinical Practices Consolidated Guideline.
- 1.161 “Good Laboratory Practices,” or “GLP,” means the then-current and phase appropriate standards, practices and procedures promulgated or endorsed by the FDA as set forth in 21 C.F.R. Part 58 (or any successor statute or regulation) and FDA guidance, including related regulatory requirements imposed by the FDA and comparable applicable regulatory standards, practices and

procedures promulgated by the EMA, PMDA, or other Regulatory Authority applicable to the Territory, as they may be updated from time to time, including applicable guidelines promulgated under the ICH.

- 1.162 “**Good Manufacturing Practices,**” or “**GMP**” means the then-current good manufacturing practices required by the FDA, as set forth in the FD&C Act, 21 C.F.R. Parts 210 and 211, and FDA guidance issued thereunder, for the Manufacture and testing of pharmaceutical materials, and comparable applicable Law related to the manufacture and testing of pharmaceutical materials in jurisdictions outside the United States. “**Good Manufacturing Practices,**” or “**GMP**” also means the quality guidelines promulgated by the ICH, including the ICH Q7A, titled “Q7A Good Manufacturing Practice Guidance for Active Pharmaceutical Ingredients” and the policies promulgated thereunder, in each case, as they may be updated from time to time.
- 1.163 “**Governmental Authority**” means any court, tribunal, arbitrator, agency, commission, department, ministry, official, authority, or other instrumentality of any nation, state, county, city, or other political subdivision thereof or of any multinational governmental body.
- 1.164 “[\*\*\*]” means [\*\*\*].
- 1.165 “**Greater China**” means the People’s Republic of China, the Special Administrative Region of Hong Kong, the Special Administrative Region of Macau, and Taiwan.
- 1.166 “**H-W Suit Notice**” has the meaning set forth in Section 12.3.4 (Hatch-Waxman).
- 1.167 “**Hatch-Waxman Act**” means rights conferred in the U.S. under the Drug Price Competition and Patent Term Restoration Act, 21 U.S.C. §355, as amended (or any successor statute or regulation).
- 1.168 “**HSR Act**” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules promulgated thereunder.
- 1.169 “**HTT**” means Huntingtin.
- 1.170 “**HTT Backup Compound**” means any RNAi Molecule Directed To HTT that is Controlled by Arrowhead or any of its Affiliates as of the Execution Date or, subject to Section 2.10 (Exclusivity), during the Term, excluding ARO-HTT.
- 1.171 “**HTT Program**” means the program for the Research, Development, Manufacture, Commercialization, and other Exploitation of Licensed HTT Compounds and Licensed HTT Products.
- 1.172 “**ICH**” means International Conference on Harmonization.
- 1.173 “**IND**” means (a) an Investigational New Drug application pursuant to the FD&C Act, as amended, and applicable regulations promulgated thereunder by the FDA. (b) a Clinical Trial authorization application for a product filed with a Regulatory Authority in any other regulatory jurisdiction outside the U.S., the filing of which is necessary to commence or conduct clinical testing of a pharmaceutical or biologic product in humans in such jurisdiction (“CTA”), or (c) documentation issued by a Regulatory Authority that permits the conduct of clinical testing of a pharmaceutical or biologic product in humans in such jurisdiction.
- 1.174 “**Indemnified Party**” has the meaning set forth in Section 11.3.1 (Notice).
- 1.175 “**Indemnifying Party**” has the meaning set forth in Section 11.3.1 (Notice).

- 1.176 “**Indirect Costs**” means the sum of the following as incurred for the applicable Licensed Compound, Licensed Product, or any other tangible material to be provided by one Party to the other Party hereunder: [\*\*\*].
- 1.177 “[\*\*\*]” has the meaning set forth in [\*\*\*].
- 1.178 “**JDC Communication Plan**” has the meaning set forth in Section 7.3.3 (Meetings).
- 1.179 “**JMC Communication Plan**” has the meaning set forth in Section 7.4.3 (Meetings).
- 1.180 “**Joint Arising Know-How**” has the meaning set forth in Section 12.1.2(c) (Joint).
- 1.181 “**Joint Arising Patent Rights**” has the meaning set forth in Section 12.1.2(c) (Joint).
- 1.182 “**Joint Arising Technology**” has the meaning set forth in Section 12.1.2(c) (Joint).
- 1.183 “**Joint Development Committee**” or “**JDC**” has the meaning set forth in Section 7.3.1 (Formation; Composition; Dissolution).
- 1.184 “**Joint Manufacturing Committee**” or “**JMC**” has the meaning set forth in Section 7.4.1 (Formation; Composition; Dissolution).
- 1.185 “**Joint Steering Committee**” or “**JSC**” has the meaning set forth in Section 7.2.1 (Formation; Composition; Dissolution).
- 1.186 “**Know-How**” means any (a) proprietary scientific or business information or materials, including records, improvements, modifications, techniques, assays, designs, protocols, formulas, data (including physical data, chemical data, toxicology data, animal data, raw data, clinical data, and analytical and quality control data), dosage regimens, control assays, product specifications, marketing, pricing and distribution costs, inventions, algorithms, technology, forecasts, profiles, strategies, plans, results in any form whatsoever, know-how, and trade secrets (in each case, whether or not patentable, copyrightable, or otherwise protectable), and (b) any information embodied in chemical or biological materials or physical embodiments of any of the foregoing.
- 1.187 “**Laws**” means applicable laws, statutes, rules, regulations, and other pronouncements having the effect of law of any Governmental Authority that may be in effect from time to time, including disclosure obligations required by any stock exchange or securities commission having authority over a Party and any applicable rules, regulations, guidances, or other requirements of any Regulatory Authority that may be in effect from time to time.
- 1.188 “**Licensed ATXN1 Compound**” means any and all of the following (a) ARO-ATXN1, (b) the ATXN1 Backup Compounds, and (c) any modification, improvement, or other derivative to or of ARO-ATXN1 or any ATXN1 Backup Compound that is Directed to ATXN1.
- 1.189 “**Licensed ATXN1 Product**” means any pharmaceutical or biologic product that is comprised of or contains a Licensed ATXN1 Compound, alone or in combination with one or more Other Components, in any and all forms, presentations, delivery systems, dosages, and formulations and any improved or modified versions thereof.
- 1.190 “**Licensed ATXN1 Product-Specific Patent Rights**” means all Arrowhead Patent Rights having claims Covering solely (a) the composition of matter comprising the nucleotide sequence of one or more Licensed ATXN1 Compounds or Licensed ATXN1 Products, (b) the method of use (including method of treatment by use) of one or more Licensed ATXN1 Compounds or Licensed ATXN1 Products, (c) the formulation comprising, and biomarkers or companion diagnostics specifically relating to, one or more Licensed ATXN1 Compounds or Licensed ATXN1 Products, or (d) the method of manufacture specific to the Manufacture of Licensed ATXN1 Compounds or Licensed ATXN1 Products.

- 1.191** “**Licensed ATXN2 Compound**” means any and all of the following (a) ARO-ATXN2, (b) the ATXN2 Backup Compounds, and (c) any modification, improvement, or other derivative to or of ARO-ATXN2 or any ATXN2 Backup Compound that is Directed to ATXN2.
- 1.192** “**Licensed ATXN2 Product**” means any and all of the following (a) the product containing ARO-ATXN2, which is the subject of the ATXN2 Phase I Clinical Trial as of the Execution Date, and (b) any pharmaceutical or biologic product that is comprised of or contains a Licensed ATXN2 Compound, alone or in combination with one or more Other Components, in any and all forms, presentations, delivery systems, dosages, and formulations and any improved or modified versions thereof.
- 1.193** “**Licensed ATXN2 Product-Specific Patent Rights**” means all Arrowhead Patent Rights having claims Covering solely (a) the composition of matter comprising the nucleotide sequence of one or more Licensed ATXN2 Compounds or Licensed ATXN2 Products, (b) the method of use (including method of treatment by use) of one or more Licensed ATXN2 Compounds or Licensed ATXN2 Products, (c) the formulation comprising, and biomarkers or companion diagnostics specifically relating to, one or more Licensed ATXN2 Compounds or Licensed ATXN2 Products, or (d) the method of manufacture specific to the Manufacture of Licensed ATXN2 Compounds or Licensed ATXN2 Products.
- 1.194** “**Licensed ATXN3 Compound**” means any and all of the following (a) ARO-ATXN3, (b) the ATXN3 Backup Compounds, and (c) any modification, improvement, or other derivative to or of ARO-ATXN3 or any ATXN3 Backup Compound that is Directed to ATXN3.
- 1.195** “**Licensed ATXN3 Product**” means any pharmaceutical or biologic product that is comprised of or contains a Licensed ATXN3 Compound, alone or in combination with one or more Other Components, in any and all forms, presentations, delivery systems, dosages, and formulations and any improved or modified versions thereof.
- 1.196** “**Licensed ATXN3 Product-Specific Patent Rights**” means all Arrowhead Patent Rights having claims Covering solely (a) the composition of matter comprising the nucleotide sequence of one or more Licensed ATXN3 Compounds or Licensed ATXN3 Products, (b) the method of use (including method of treatment by use) of one or more Licensed ATXN3 Compounds or Licensed ATXN3 Products, (c) the formulation comprising, and biomarkers or companion diagnostics specifically relating to, one or more Licensed ATXN3 Compounds or Licensed ATXN3 Products, or (d) the method of manufacture specific to the Manufacture of Licensed ATXN3 Compounds or Licensed ATXN3 Products.
- 1.197** “**Licensed C1 Compounds**” means the Licensed ATXN2 Compounds, the Licensed DM1 Compounds, the Licensed DUX4 Compounds, and the Licensed MMP7 Compounds, in each case, individually or collectively as the context requires.
- 1.198** “**Licensed C1 Products**” means the Licensed ATXN2 Products, the Licensed DM1 Products, the Licensed DUX4 Products, and the Licensed MMP7 Products, in each case, individually or collectively as the context requires.
- 1.199** “**Licensed C2 Compounds**” means the Licensed ATXN1 Compounds, the Licensed ATXN3 Compounds, and the Licensed HTT Compounds, in each case, individually or collectively as the context requires.
- 1.200** “**Licensed C2 Products**” means the Licensed ATXN1 Products, the Licensed ATXN3 Products, and the Licensed HTT Products, in each case, individually or collectively as the context requires.
- 1.201** “**Licensed C3 Compounds**” means, on a Category 3 Program-by-Category 3 Program basis, (a) the lead RNAi Molecule Directed To the Collaboration Target of such Category 3 Program that is the subject of the Category 3 CTA Ready Package accepted by Sarepta pursuant to 3.1.3(e) (Sarepta Category 3 CTA Ready Package Acceptance), (b) any backups of the RNAi Molecule described in clause (a) Controlled by Arrowhead or any of its Affiliates as of the CTA Ready

Package Acceptance Date, and (c) any modification, improvement, or other derivative to or of the RNAi Molecules described in clauses (a) or (b).

- 1.202** “**Licensed C3 Product-Specific Patent Rights**” means all Arrowhead Patent Rights having claims Covering solely (a) the composition of matter comprising the nucleotide sequence of one or more Licensed C3 Compounds or Licensed C3 Products, (b) the method of use (including method of treatment by use) of one or more Licensed C3 Compounds or Licensed C3 Products, (c) the formulation comprising, and biomarkers or companion diagnostics specifically relating to, one or more Licensed C3 Compounds or Licensed C3 Products, or (d) the method of manufacture specific to the Manufacture of Licensed C3 Compounds or Licensed C3 Products.
- 1.203** “**Licensed C3 Products**” means any pharmaceutical or biologic product that is comprised of or contains a Licensed C3 Compound, alone or in combination with one or more Other Components, in any and all forms, presentations, delivery systems, dosages, and formulations and any improved or modified versions thereof.
- 1.204** “**Licensed Compounds**” means the Licensed C1 Compounds, the Licensed C2 Compounds, and the Licensed C3 Compounds, in each case, individually or collectively as the context requires.
- 1.205** “**Licensed DM1 Compound**” means any and all of the following (a) ARO-DM1, (b) the [\*\*\*], and (c) any modification, improvement, or other derivative to or of ARO-DM1 or any [\*\*\*] that is Directed to DM1.
- 1.206** “**Licensed DM1 Product**” means any pharmaceutical or biologic product that is comprised of or contains a Licensed DM1 Compound, alone or in combination with one or more Other Components, in any and all forms, presentations, delivery systems, dosages, and formulations and any improved or modified versions thereof.
- 1.207** “**Licensed DM1 Product-Specific Patent Rights**” means all Arrowhead Patent Rights having claims Covering solely (a) the composition of matter comprising the nucleotide sequence of one or more Licensed DM1 Compounds or Licensed DM1 Products, (b) the method of use (including method of treatment by use) of one or more Licensed DM1 Compounds or Licensed DM1 Products, (c) the formulation comprising, and biomarkers or companion diagnostics specifically relating to, one or more Licensed DM1 Compounds or Licensed DM1 Products, or (d) the method of manufacture specific to the Manufacture of Licensed DM1 Compounds or Licensed DM1 Products.
- 1.208** “**Licensed DUX4 Compound**” means any and all of the following (a) ARO-DUX4, (b) the DUX4 Backup Compounds, and (c) any modification, improvement, or other derivative to or of ARO-DUX4 or any DUX4 Backup Compound that is Directed To DUX4.
- 1.209** “**Licensed DUX4 Product**” means any pharmaceutical or biologic product that is comprised of or contains a Licensed DUX4 Compound, alone or in combination with one or more Other Components, in any and all forms, presentations, delivery systems, dosages, and formulations and any improved or modified versions thereof.
- 1.210** “**Licensed DUX4 Product-Specific Patent Rights**” means all Arrowhead Patent Rights having claims Covering solely (a) the composition of matter comprising the nucleotide sequence of one or more Licensed DUX4 Compounds or Licensed DUX4 Products, (b) the method of use (including method of treatment by use) of one or more Licensed DUX4 Compounds or Licensed DUX4 Products, (c) the formulation comprising, and biomarkers or companion diagnostics specifically relating to, one or more Licensed DUX4 Compounds or Licensed DUX4 Products, or (d) the method of manufacture specific to the Manufacture of Licensed DUX4 Compounds or Licensed DUX4 Products.
- 1.211** “**Licensed HTT Compound**” means any and all of the following (a) ARO-HTT, (b) the HTT Backup Compounds, and (c) any modification, improvement, or other derivative to or of ARO-HTT or any HTT Backup Compound that is Directed to HTT.

- 1.212** “**Licensed HTT Product**” means any pharmaceutical or biologic product that is comprised of or contains a Licensed HTT Compound, alone or in combination with one or more Other Components, in any and all forms, presentations, delivery systems, dosages, and formulations and any improved or modified versions thereof.
- 1.213** “**Licensed HTT Product-Specific Patent Rights**” means all Arrowhead Patent Rights having claims Covering solely (a) the composition of matter comprising the nucleotide sequence of one or more Licensed HTT Compounds or Licensed HTT Products, (b) the method of use (including method of treatment by use) of one or more Licensed HTT Compounds or Licensed HTT Products, (c) the formulation comprising, and biomarkers or companion diagnostics specifically relating to, one or more Licensed HTT Compounds or Licensed HTT Products, or (d) the method of manufacture specific to the Manufacture of Licensed HTT Compounds or Licensed HTT Products.
- 1.214** “**Licensed MMP7 Compound**” means any and all of the following (a) ARO-MMP7, (b) the MMP7 Backup Compounds, and (c) any modification, improvement, or other derivative to, or of, ARO-MMP7 or any MMP7 Backup Compound that is Directed to MMP7.
- 1.215** “**Licensed MMP7 Product**” means any pharmaceutical or biologic product that is comprised of or contains a Licensed MMP7 Compound, alone or in combination with one or more Other Components, in any and all forms, presentations, delivery systems, dosages, and formulations and any improved or modified versions thereof.
- 1.216** “**Licensed MMP7 Product-Specific Patent Rights**” means all Arrowhead Patent Rights having claims Covering solely (a) the composition of matter comprising the nucleotide sequence of one or more Licensed MMP7 Compounds or Licensed MMP7 Products, (b) the method of use (including method of treatment by use) of one or more Licensed MMP7 Compounds or Licensed MMP7 Products, (c) the formulation comprising, and biomarkers or companion diagnostics specifically relating to, one or more Licensed MMP7 Compounds or Licensed MMP7 Products, or (d) the method of manufacture specific to the Manufacture of Licensed MMP7 Compounds or Licensed MMP7 Products.
- 1.217** “**Licensed Product-Specific Patent Rights**” means, collectively, the Licensed DM1 Product-Specific Patent Rights, the Licensed DUX4 Product-Specific Patent Rights, the Licensed ATXN2 Product-Specific Patent Rights, the Licensed MMP7 Product-Specific Patent Rights, the Licensed ATXN1 Product-Specific Patent Rights, the Licensed ATXN3 Product-Specific Patent Rights, the Licensed HTT Product-Specific Patent Rights, and the Licensed C3 Product-Specific Patent Rights. The Licensed Product-Specific Patent Rights existing as of the Execution Date are set forth on **Schedule 1.217** (Licensed Product-Specific Patent Rights).
- 1.218** “**Licensed Products**” means the Licensed C1 Products, the Licensed C2 Products, and the Licensed C3 Products, in each case, individually or collectively as the context requires.
- 1.219** “**Losses**” has the meaning set forth in Section 11.1 (Indemnification by Arrowhead).
- 1.220** “**MAA**” means any new drug application or other marketing authorization application, in each case, filed with the applicable Regulatory Authority in a country or other regulatory jurisdiction (and all supplements and amendments thereto), which application is required to commercially market or sell a pharmaceutical or biologic product in such country or jurisdiction, including all New Drug Applications submitted to the FDA in the United States pursuant to the FD&C Act (21 U.S.C. § 355(b)(1)) and the regulations promulgated thereunder with respect to a pharmaceutical product or any analogous application or submission with any Regulatory Authority in any other country or regulatory jurisdiction.
- 1.221** “**Major European Markets**” means the United Kingdom, France, Germany, Italy, and Spain.
- 1.222** “**Major Region**” means (a) the United States, (b) all of the Major European Markets, (c) Japan, or (d) Greater China.

- 1.223 “**Manufacture**” means activities directed to manufacturing, processing, CMC Activities, packaging, labeling, filling, finishing, assembly, testing, release, shipping, or storage of any pharmaceutical or biologic product (or any components or process steps involving any product or any companion diagnostic), placebo, or comparator agent, as the case may be, but excluding activities directed to Development, Commercialization, or Medical Affairs. “**Manufacturing**” will be construed accordingly.
- 1.224 “**Manufacturing Technology Transfer Plan**” has the meaning set forth in Section 5.4 (Manufacturing Technology Transfer).
- 1.225 “[\*\*\*]” means [\*\*\*].
- 1.226 “**Marketing Approval**” means, with respect to a country or extra-national territory, any and all approvals (including Regulatory Approval and, if applicable, Pricing and Reimbursement Approval (including as further described in Section 1.270 (“Pricing and Reimbursement Approval”)), licenses, registrations, or authorizations of any Governmental Authority that are required in order to Commercialize a Licensed Product in such country or some or all of such extra-national territory.
- 1.227 “**Material Trial Change**” means, in each case, with respect to an Ongoing Clinical Trial, [\*\*\*].
- 1.228 “**Materials**” means all tangible compositions of matter, devices, articles of manufacture, assays, biological, chemical or physical materials, and other similar materials.
- 1.229 “[\*\*\*]” means [\*\*\*].
- 1.230 “**Medical Affairs**” means activities conducted by a Party’s medical affairs departments (or, if a Party does not have a medical affairs department, the equivalent function thereof), including communications with key opinion leaders, medical education, symposia, advisory boards (to the extent related to medical affairs or clinical guidance), activities performed in connection with patient registries, and other medical programs and communications, including educational grants, research grants (including conducting investigator-initiated studies), and charitable donations to the extent related to medical affairs and not to other activities that do not involve the promotion, marketing, sale, or other Commercialization of the Licensed Products and are not conducted by a Party’s medical affairs (or equivalent) departments.
- 1.231 “[\*\*\*]” means [\*\*\*].
- 1.232 “**Milestone Events**” means [\*\*\*], Regulatory Milestone Events, and Sales Milestone Events.
- 1.233 “**Milestone Payments**” means the [\*\*\*], Regulatory Milestone Payments, and Sales Milestone Payments.
- 1.234 “[\*\*\*]” means [\*\*\*].
- 1.235 “**MMP7**” means matrix metalloproteinase 7.
- 1.236 “**MMP7 Backup Compound**” means any RNAi Molecule Directed To MMP7 that is Controlled by Arrowhead or any of its Affiliates as of the Execution Date or, subject to Section 2.10 (Exclusivity), during the Term, excluding ARO-MMP7.
- 1.237 “**MMP7 Phase I Clinical Trial**” means the Phase I Clinical Trial titled “A Phase 1/2a Study Evaluating the Effects of ARO-MMP7 Inhalation Solution in Healthy Subjects and Patients With Idiopathic Pulmonary Fibrosis” (Clinical Trial ID: NCT05537025).

- 1.238 “MMP7 Program” means the program for the Research, Development, Manufacture, Commercialization, and other Exploitation of Licensed MMP7 Compounds and Licensed MMP7 Products.
- 1.239 “Net Sales” means the gross amounts invoiced by Sarepta or any of its Affiliates or Sublicensees (other than Third Party Distributors) (each, a “Selling Party”) under this Agreement to Third Parties (including to Third Party Distributors), for the sale, supply, or other disposition of a Licensed Product, less the following deductions actually taken, paid, accrued, allowed, included, or allocated with respect to such sale, supply or other disposition of such Licensed Product, and as determined in accordance with GAAP:

[\*\*\*]

Notwithstanding the foregoing, amounts received or invoiced by Sarepta, or its Affiliates, or their respective Sublicensees for the sale of such Licensed Product among Sarepta or its Affiliates, or their respective Sublicensees, for resale will not be included in the computation of Net Sales hereunder (unless such Affiliate or such Sublicensee is the end user of such Licensed Product), and Net Sales will be calculated on the value charged or invoiced on the first arm’s-length sale thereafter to a Third Party. In any event, any amounts received or invoiced by Sarepta or its Affiliates, or their respective Sublicensees, will be accounted for only once. For purposes of determining Net Sales, a Licensed Product will be deemed to be sold when recorded as a sale by Sarepta or its Affiliates, or their respective Sublicensees, in accordance with GAAP. For clarity, a particular deduction may only be accounted for once in the calculation of Net Sales. Net Sales will exclude (a) any distribution or other sale solely for treatment investigational new drug sales, named patient sales, expanded access program, compassionate or emergency use sales, or pre-license sales made for promotional, charitable or other compassionate purposes, (b) other similar non-commercial uses or sales at or below cost, or (c) samples of Licensed Product in reasonable quantities.

To the extent that Sarepta or any of its Affiliates or any of their respective Sublicensees receives consideration other than or in addition to cash upon the sale or disposition of a Licensed Product, Net Sales will be calculated based on the average price charged for such Licensed Product, as applicable, during the preceding royalty period, or, in the absence of such sales, based on Sarepta’s or such Affiliate’s or such Sublicensee’s reasonable determination of the fair market value of such Licensed Product. The permitted deductions of clauses (a) through (g) above will be fairly allocated to such Licensed Product and will not be inappropriately allocated as between such Licensed Product and other products or services of Sarepta or such Affiliate or such Sublicensee.

In the case of any Combination Product sold in a given country in the Territory, Net Sales for the purpose of determining Royalties and Sales Milestone Events of such Combination Product in such country will be calculated by multiplying actual Net Sales of such Combination Product in such country by the fraction  $A/(A+B)$ , where A is the invoice price of the Licensed Product that includes the same Licensed Compound as the Combination Product, if sold separately as a stand-alone Licensed Product in such country, and B is the total invoice price of the Other Components in the Combination Product, if sold separately in such country.

If, on a country-by-country basis, a Licensed Product that includes the same Licensed Compound as the Combination Product is sold separately as a stand-alone Licensed Product in a country, but the Other Components in such Combination Product are not sold separately in such country, then Net Sales for the purpose of determining Royalties and Sales Milestone Events of

such Combination Product for such country will be calculated by multiplying actual Net Sales of such Combination Product in such country by the fraction A/C, where A is the invoice price of the Licensed Product that includes the same Licensed Compound as the Combination Product if sold separately as a stand-alone Licensed Product in such country, and C is the invoice price of such Combination Product in such country.

If, on a country-by-country basis, a Licensed Product that includes the same Licensed Compound as the Combination Product is not sold separately as a stand-alone Licensed Product in such country, but the Other Components included in such Combination Product are sold separately in such country, then Net Sales for the purpose of determining Royalties and Sales Milestone Events of such Combination Product for such country will be calculated by multiplying actual Net Sales of such Combination Product in such country by the fraction C-B/C, where B is the invoice price of the Other Components included in such Combination Product if sold separately in such country, and C is the invoice price of such Combination Product in such country.

If neither the Licensed Product that includes the same Licensed Compound as the Combination Product nor the Other Components included in such Combination Product are sold separately in a given country, then Net Sales for the purpose of determining Royalties and Sales Milestone Events in such country will be calculated based on the Parties' good faith agreement as to the estimate of the fair market value of the Licensed Compound and each of the Other Components included in such Combination Product when sold in such country. If the Parties do not so agree, either Party will have the right to refer such matter to be determined by the expedited arbitration procedure set forth in Section 15.3 (Expedited Arbitration).

- 1.240 "Non-Breaching Party" has the meaning set forth in Section 13.5.1 (Material Breach and Cure Period).
- 1.241 "Non-Exclusive SM Targets" has the meaning set forth in Section 1.316 ("Skeletal Muscle Target").
- 1.242 "[\*\*\*] Agreement" means [\*\*\*].
- 1.243 "OFAC" means the Office of Foreign Assets Control of the United States Department of the Treasury or any successor agency thereto.
- 1.244 "Ongoing C1 Development Activities" means all Development activities in support of the Ongoing Development Trials as set forth in the Category 1 Development Plans, other than those activities designated under the Category 1 Development Plans to be performed by Sarepta.
- 1.245 "Ongoing C1 Development Activities Cure Period" has the meaning set forth in Section 3.1.1(b) (Sarepta Category 1 Development Step-In Right).
- 1.246 "Ongoing Clinical Trials" means the DUX4 Phase I Clinical Trial, the DM1 Phase I Clinical Trial [\*\*\*], the ATXN2 Phase I Clinical Trial, and the MMP7 Phase I Clinical Trial, in each case, individually or collectively as the context requires.
- 1.247 "Ongoing Development Trials" means (a) the Ongoing Clinical Trials and (b) those other non-clinical studies that are ongoing as of the Effective Date, as set forth on Schedule 1.247 (Ongoing Development Trials).
- 1.248 "Other Component" has the meaning set forth in Section 1.96 ("Combination Product").

- 1.249 **“Out-of-Pocket Costs”** means, with respect to certain activities for a Licensed Compound or Licensed Product hereunder, specifically identifiable expenses paid or payable by a Party or its Affiliates to Third Parties to conduct such activities, including payments to contract personnel (including contractors, consultants, and Subcontractors).
- 1.250 **“Party”** or **“Parties”** has the meaning set forth in the preamble.
- 1.251 **“Patent Challenge”** has the meaning set forth in Section 13.6 (Termination for Patent Challenge).
- 1.252 **“Patent Costs”** means the Out-of-Pocket Costs paid to outside legal counsel and other Third Parties incurred in the Prosecution and Maintenance of Patent Rights hereunder or enforcing and defending any such Patent Rights, determining freedom to operate for any Licensed Products (including challenging any Patent Right Controlled by Third Parties).
- 1.253 **“Patent Offices”** has the meaning set forth in Section 10.2.7 (Validity and Enforceability).
- 1.254 **“Patent Right”** means any and all (a) patents, (b) patent applications, including all provisional and non-provisional applications, patent cooperation treaty (PCT) applications, substitutions, continuations, continuations-in-part, divisions and renewals, and all patent rights granted thereon or claiming priority thereto, (c) all patents-of-addition, reissues, re-examinations and extensions or restorations by existing or future extension or restoration mechanisms, including supplementary protection certificates, patent term extensions, and equivalents thereof, (d) inventor’s certificates, letters patent, (e) any other substantially equivalent form of government issued right substantially similar to any of the foregoing described in subsections (a) through (e) above, anywhere in the world.
- 1.255 **“Patent Term Extensions”** has the meaning set forth in Section 12.6 (Patent Right Extensions).
- 1.256 **“Payments”** has the meaning set forth in Section 8.7.5(a) (Withholding Taxes).
- 1.257 **“[\*\*\*]”** means [\*\*\*].
- 1.258 **“Person”** means any natural person, corporation, unincorporated organization, partnership, association, sole proprietorship, joint stock company, joint venture, limited liability company, trust or government, Governmental Authority, or any other similar entity.
- 1.259 **“Personnel”** means, with respect to any Person, its officers, directors, employees, workers, contractors, advisors, consultants, agents, or other representatives.
- 1.260 **“Pharmacovigilance Agreement”** has the meaning set forth in Section 4.4 (Pharmacovigilance Agreement).
- 1.261 **“Phase I Clinical Trial”** means a Clinical Trial (or any arm thereof) of a pharmaceutical or biologic product with the endpoint of determining initial tolerance, safety, metabolism, pharmacokinetic or pharmacodynamic information in single dose, single ascending dose, multiple dose, or multiple ascending dose regimens, and that satisfies the requirements of U.S. federal regulation 21 C.F.R. §§ 312.21(a) and its successor regulation or equivalents in other jurisdictions.
- 1.262 **“Phase II Clinical Trial”** means a Clinical Trial (or any arm thereof) of a pharmaceutical or biologic product with the primary objective of characterizing its effectiveness in a specific disease state as well as generating more detailed safety, tolerability, and pharmacokinetics information, and that satisfies the requirements of U.S. federal regulation 21 C.F.R. §§ 312.21(b) and its successor regulation or equivalents in other jurisdictions.

- 1.263 “**Phase III Clinical Trial**” means a Clinical Trial (or any arm thereof) of a pharmaceutical or biologic product on a sufficient number of patients, which trial a Regulatory Authority permits to be conducted under an open IND and is designed to: (a) establish that the pharmaceutical or biologic product is safe and efficacious for its intended use; (b) define warnings, precautions and adverse reactions that are associated with the pharmaceutical or biologic product in the dosage range to be prescribed; and (c) support an MAA filed with a Regulatory Authority for the pharmaceutical or biologic product, and that satisfies the requirements of U.S. federal regulation 21 C.F.R. § 312.21(c) and its successor regulation or equivalents in other jurisdictions.
- 1.264 “**Platform Third Party Agreements**” has the meaning set forth in Section 2.9.2(b)(i) (Platform Third Party Rights).
- 1.265 “**Platform Third Party Rights**” has the meaning set forth in Section 2.9.2(b)(i) (Platform Third Party Rights).
- 1.266 “[\*\*\*]” means [\*\*\*].
- 1.267 “[\*\*\*]” has the meaning set forth in [\*\*\*].
- 1.268 “**Pre-Existing Third Party Agreements**” means those certain agreements between Arrowhead and a Third Party set forth on **Schedule 1.268** (Pre-Existing Third Party Agreements).
- 1.269 “**Price Applicability Period**” has the meaning set forth in Section 1191(b)(2) of the Social Security Act.
- 1.270 “**Pricing and Reimbursement Approval**” means the later of (a) the approval, agreement, determination, or governmental decision establishing a price for the applicable Licensed Product that can be legally charged to consumers, if required in a given jurisdiction or country in connection with Commercialization of such Licensed Product in such jurisdiction or country; and (b) the approval, agreement, determination, or governmental decision establishing the level of reimbursement for the applicable Licensed Product that will be reimbursed by Governmental Authorities, if required in a given jurisdiction or country in connection with the Commercialization of such Licensed Product in such jurisdiction or country. For purposes of this definition and its use in Section 1.226 (“Marketing Approval”), [\*\*\*].
- 1.271 “**Product-Specific Know-How**” has the meaning set forth in Section 9.1 (Confidential Information).
- 1.272 “**Program**” means each of the Category 1 Programs, the Category 2 Programs, and the Category 3 Programs.
- 1.273 “**Program-Specific Third Party Rights**” has the meaning set forth in Section 2.9.2(a) (Program-Specific Third Party Rights).
- 1.274 “**Prosecution and Maintenance**” or “**Prosecute and Maintain**” means the filing, preparation, prosecution (including any interferences, reissue proceedings, reexaminations, oppositions and similar proceedings), post-grant reviews, requests for patent term adjustments, and maintenance of Patent Rights. For the avoidance of doubt, Prosecution and Maintenance excludes any applications or requests for patent term extension. When used as a verb, “**Prosecute and Maintain**” means to engage in Prosecution and Maintenance.
- 1.275 “**Receiving Party**” has the meaning set forth in Section 1.101 (“Confidential Information”).
- 1.276 “**Redacted Agreement**” has the meaning set forth in Section 9.5 (Confidential Treatment).
- 1.277 “**Regulatory Approval**” means, with respect to a particular country or other regulatory jurisdiction, any approval of an MAA, or other approval, product, or establishment license,

registration, or authorization of any Regulatory Authority necessary for the Manufacture, Commercialization, or other Exploitation of a pharmaceutical or biologic product in such country or other regulatory jurisdiction, including all supplements and amendments thereto, excluding, in each case, Pricing and Reimbursement Approval.

- 1.278 “**Regulatory Authority**” means any applicable Governmental Authority with jurisdiction or authority over the Development, Manufacture, Commercialization, or other Exploitation (including Marketing Approval, Regulatory Approval, or Pricing and Reimbursement Approval) of pharmaceutical or biologic products in a particular country or other regulatory jurisdiction, and any corresponding national or regional regulatory authorities.
- 1.279 “**Regulatory Exclusivity**” means any exclusive marketing rights or data exclusivity rights conferred by any Regulatory Authority with respect to a Licensed Product in a country or jurisdiction in the Territory, other than a Patent Right, that prohibits a Person from relying on or otherwise using safety or efficacy data generated by or on behalf of a Party with respect to such Licensed Product, including new use or indication exclusivity, new formulation, new chemical entity exclusivity, orphan drug exclusivity, or non-Patent related pediatric exclusivity.
- 1.280 “**Regulatory Lead**” means Sarepta, *except* with respect to any Regulatory Submissions for each Licensed C1 Product prior to the CTA Transfer Date for such product, for which Arrowhead will be the Regulatory Lead; *provided* that [\*\*\*].
- 1.281 “**Regulatory Milestone Event**” has the meaning set forth in Section 8.3.2 (Regulatory Milestones).
- 1.282 “**Regulatory Milestone Payment**” has the meaning set forth in Section 8.3.2 (Regulatory Milestones).
- 1.283 “**Regulatory Submissions**” means any filing, application, dossier, or submission with any Regulatory Authority in support of the Development, Manufacture, Commercialization, or other Exploitation of a pharmaceutical or biologic product (including to obtain, support, or maintain Regulatory Approval from that Regulatory Authority), including all supplements, amendments, data, and documents with respect thereto, and all correspondence or communication with or from the relevant Regulatory Authority, as well as minutes of any material meetings, telephone conferences, or discussions with the relevant Regulatory Authority. Regulatory Submissions include all INDs, MAAs, and other applications for Regulatory Approval and their equivalents.
- 1.284 “**Reimbursable Development Costs**” has the meaning set forth in Section 3.4.1 (Arrowhead Development Costs Reimbursement).
- 1.285 “[\*\*\*]” means [\*\*\*].
- 1.286 “**Replacement Target**” has the meaning set forth in Section 3.1.3(b)(iv) (Sarepta Collaboration Target Substitution Right).
- 1.287 “**Research**” means all internal and external research, identification of composition of matter, screening, and non-human testing, including all non-clinical toxicology testing and studies, non-clinical and preclinical testing, studies, and other activities. When used as a verb, “**to Research**” and “**Researching**” mean to engage or engaging in Research.
- 1.288 “**Restricted Party**” means any individual or entity on one or more of the Restricted Party Lists.
- 1.289 “**Restricted Party List**” means the list of sanctioned entities maintained by the United Nations; the Specially Designated Nationals and Blocked Persons List, the Foreign Sanctions Evaders List and the Sectoral Sanctions Identifications List, all administered by OFAC; the U.S. Denied Persons List, the U.S. Entity List, and the U.S. Unverified List, all administered by the U.S. Department of Commerce; and the entities subject to restrictive measures and the consolidated list

of Persons, Groups, and Entities Subject to E.U. Financial Sanctions, as implemented by the E.U. Common Foreign & Security Policy.

- 1.290 “**Reversion License**” has the meaning set forth in Section 13.7.3 (Reversion License).
- 1.291 “**Reversion Trademarks**” has the meaning set forth in Section 13.7.10 (Sarepta Trademarks).
- 1.292 “**RNAi Molecule**” means an exogenous double-stranded oligomeric (*i.e.*, RNA or modified variants thereof) molecule.
- 1.293 “**Royalties**” has the meaning set forth in Section 8.4 (Royalties).
- 1.294 “**Royalty Rates**” means the applicable royalty rates set forth in Table 8.4 (Royalty Payments).
- 1.295 “**Royalty Term**” means, on a Licensed Product-by-Licensed Product and country-by-country basis, the period commencing on the First Commercial Sale of such Licensed Product in such country and expiring upon the last to occur of (a) the expiration of the last Valid Claim of the last to expire of [\*\*\*], (b) the expiration of Regulatory Exclusivity for such Licensed Product in such country, and (c) [\*\*\*] years after the First Commercial Sale of such Licensed Product in such country.
- 1.296 “**Sales Milestone Event**” has the meaning set forth in Section 8.3.2 (Sales Milestones).
- 1.297 “**Sales Milestone Payment**” has the meaning set forth in Section 8.3.2 (Sales Milestones).
- 1.298 “**Sarepta Arising Know-How**” has the meaning set forth in Section 12.1.2(b) (Sarepta).
- 1.299 “**Sarepta Arising LC/LP Patent Rights**” means any Sarepta Arising Patent Rights having claims Covering solely (a) [\*\*\*], (b) [\*\*\*], (c) [\*\*\*], or (d) [\*\*\*]; but expressly excluding any Sarepta Arising Patent Rights that also claim or otherwise disclose [\*\*\*].
- 1.300 “**Sarepta Arising Patent Rights**” has the meaning set forth in Section 12.1.2(b) (Sarepta).
- 1.301 “**Sarepta Arising Technology**” means the Sarepta Arising Know-How and the Sarepta Arising Patent Rights.
- 1.302 “**Sarepta Licensed Technology**” means, collectively, the Sarepta Arising Know-How, Sarepta Arising Patent Rights, and Sarepta’s interest in the Joint Arising Technology, in each case, without limiting any of Sarepta’s obligations under this Agreement, that are Controlled by Sarepta or any of its Affiliates.
- 1.303 “**Sarepta Prosecuted Patent Rights**” has the meaning set forth in Section 12.2.1 (Sarepta’s Right to Prosecute Patent Rights).
- 1.304 “**Sarepta Records**” has the meaning set forth in Section 8.7.3 (Records and Audits).
- 1.305 “[\*\*\*]” means [\*\*\*].
- 1.306 “**Sarepta Research Activities**” has the meaning set forth in Section 2.1.2 (Non-Exclusive License Grant to Sarepta).
- 1.307 “**Sarepta Research Plan**” has the meaning set forth in Section 3.2.4 (Sarepta Research Activities).
- 1.308 “**SCA Competing Product**” has the meaning set forth in Section 2.10.1(b) (Exclusivity Covenants).

- 1.309 “SCA Competitive Activities” has the meaning set forth in Section 2.10.1(b) (Exclusivity Covenants).
- 1.310 “SCA Exclusivity Period” has the meaning set forth in Section 2.10.1(b) (Exclusivity Covenants).
- 1.311 “[\*\*\*]” means [\*\*\*].
- 1.312 “SEC” means the United States Securities and Exchange Commission or any successor Governmental Authority having substantially the same function.
- 1.313 “Securitization Transaction” has the meaning set forth in Section 16.1.2 (Securitization Transaction).
- 1.314 “Selection Term” has the meaning set forth in Section 3.1.3(a)(i) (Selection of Collaboration Targets).
- 1.315 “Selling Party” has the meaning set forth in Section 1.239 (“Net Sales”).
- 1.316 “Skeletal Muscle Target” means, collectively, (a) any of the genetic targets set forth on **Schedule 1.316(a)** (Skeletal Muscle Targets) (the “**Exclusive SM Targets**”), and (b) any of the genetic targets set forth on **Schedule 1.316(b)** (Skeletal Muscle Targets) (the “**Non-Exclusive SM Targets**”).
- 1.317 “SM Competing Product” has the meaning set forth in Section 2.10.1(b) (Exclusivity Covenants).
- 1.318 “SM Competitive Activities” has the meaning set forth in Section 2.10.1(b) (Exclusivity Covenants).
- 1.319 “SM Exclusivity Period” has the meaning set forth in Section 2.10.1(b) (Exclusivity Covenants).
- 1.320 “SM Reserved Target” has the meaning set forth in Section 3.1.3(b)(iii) (Selection of Collaboration Targets).
- 1.321 “Subcontractor” means a Third Party contractor engaged by a Party to perform certain obligations or exercise certain rights of such Party under this Agreement on a fee-for-service basis (including contract research organizations, Third Party Distributors, or CMOs).
- 1.322 “Sublicensee” means any Third Party to whom a Party or any of its Affiliates has granted or grants a sublicense of its rights hereunder to Develop, Manufacture, Commercialize, or otherwise Exploit a Licensed Product, or any further sublicensee of such rights (regardless of the number of tiers, layers or levels of sublicenses of such rights) in accordance with Section 2.2 (Sublicensing Terms).
- 1.323 “Substitution Right” has the meaning set forth in Section 3.1.3(b)(ii) (Selection of Collaboration Targets).
- 1.324 “Target” means any of DMPK, DUX4, ATXN2, MMP7, HTT, ATXN1, ATXN3, or a Collaboration Target, in each case, individually or collectively as the context requires.
- 1.325 “Target Competing Product” has the meaning set forth in Section 2.10.1(a) (Exclusivity Covenants).
- 1.326 “Target Competitive Activities” has the meaning set forth in Section 2.10.1(a) (Exclusivity Covenants).

- 1.327 “**Target Exclusivity Period**” has the meaning set forth in Section 2.10.1(a) (Exclusivity Covenants).
- 1.328 “**Target Failure**” has the meaning set forth in Section 3.1.3(c) (Arrowhead Category 3 Development Responsibility).
- 1.329 “**Target Nomination Notice**” has the meaning set forth in Section 3.1.3(a)(ii) (Selection of Collaboration Targets).
- 1.330 “**Target Reply Notice**” has the meaning set forth in Section 3.1.3(a)(ii) (Selection of Collaboration Targets).
- 1.331 “**Tax**” and “**Taxation**” means any form of tax or taxation, levvy, duty, charge, social security charge, contribution, or withholding of whatever nature (including any related fine, penalty, surcharge, or interest) imposed by, or payable to, any government, state or municipality, or any local, state, federal, or other fiscal, revenue, customs, or excise authority, body, or official in the Territory.
- 1.332 “**Technology Transfer Plan**” has the meaning set forth in Section 2.4 (Initial Technology Transfer).
- 1.333 “**Term**” has the meaning set forth in Section 13.1 (Term).
- 1.334 “**Terminated Products**” means (a) if this Agreement is terminated in its entirety, all Licensed Compounds and all Licensed Products under this Agreement, (b) if this Agreement is terminated in part with respect to a Program for the entire Territory, all Licensed Compounds and all Licensed Products that are the subject of such Program in the Territory, or (c) if this Agreement is terminated in part with respect to a Program for a Major Region, all Licensed Compounds and all Licensed Products that are the subject of such Program in such Major Region.
- 1.335 “[\*\*\*]” means [\*\*\*].
- 1.336 “**Territory**” means all of the countries of the world, and their territories and possessions.
- 1.337 “**Third Party**” means any Person other than Arrowhead, Sarepta, or their respective Affiliates.
- 1.338 “**Third Party Distributor**” means, with respect to a country, any Third Party that purchases its requirements for Licensed Products in such country from Sarepta or its Affiliates or Sublicensees and is appointed as a distributor to distribute, market, and resell such Licensed Products in such country, even if such Third Party is granted ancillary rights to Develop, package, or obtain Regulatory Approval of such Licensed Product in order to distribute, market, or sell such Licensed Product in such country.
- 1.339 “**Third Party Expert**” has the meaning set forth in Section 7.5.3(a)(i) (Final Decision-Making Authority).
- 1.340 “**Trademark**” means any trademark, trade name, service mark, service name, brand, domain name, trade dress, logo, slogan, or other indicia of origin or ownership, including the goodwill and activities associated with each of the foregoing.
- 1.341 “**Transition Plan**” has the meaning set forth in Section 3.2.2(a)(i) (Transition Plans).
- 1.342 “**United States**” or “**U.S.**” means the United States and its territories, possessions and commonwealths.
- 1.343 “**Upfront Payment**” has the meaning set forth in Section 8.1 (Upfront Payment).

1.344 “**Urgent Material Trial Change**” has the meaning set forth in Section 3.1.1(c)(ii) (Material Trial Changes).

1.345 “**Valid Claim**” means (a) a claim of any issued and unexpired Patent Right whose validity, enforceability, or patentability has not been affected by any of the following: (i) irrevocable lapse, abandonment, revocation, cancellation, dedication to the public, or disclaimer; or (ii) a holding, finding, or decision of invalidity, unenforceability, or non-patentability by a court, governmental agency, national or regional patent office, or other appropriate body that has competent jurisdiction, such holding, finding, or decision being final and unappealable or unappealed within the time allowed for appeal; or (b) a pending claim of an unissued, pending patent application that has not been pending for more than [\*\*\*] years from its earliest priority date, in which case it will cease to be considered a Valid Claim until the patent issues and recites said claim. For clarity, a holding, finding or decision being final and unappealable or unappealed means a holding, finding or decision from which no appeal can be or has been taken.

1.346 “**Withholding Taxes**” has the meaning set forth in Section 8.7.5(a) (Withholding Taxes).

## 2. LICENSE GRANTS; EXCLUSIVITY

### 2.1. License Grants to Sarepta.

2.1.1. **Exclusive License Grant to Sarepta.** Subject to the terms and conditions of this Agreement, on a Program-by-Program basis, Arrowhead hereby grants to Sarepta and its Affiliates, during the Term, an exclusive (even as to Arrowhead and its Affiliates, except as set forth in Section 2.5 (Arrowhead Retained Rights)), non-transferable (except in accordance with Section 16.1 (Assignment)), royalty-bearing, sublicensable (through multiple tiers, in accordance with Section 2.2 (Sublicensing Terms)) license under the Arrowhead Technology (a) to Develop, Manufacture, perform Medical Affairs, Commercialize, and otherwise Exploit the Licensed Compounds and Licensed Products in the Field and in the Territory and (b) to perform its obligations and exercise its rights under Section 12.3 (Third Party Infringement and Defense).

2.1.2. **Non-Exclusive License Grant to Sarepta.** Subject to the terms and conditions of this Agreement, Arrowhead hereby grants to Sarepta, during the SM Exclusivity Period [\*\*\*].

### 2.2. Sublicensing Terms.

2.2.1. Subject to this Section 2.2 (Sublicensing Terms), Sarepta and its Affiliates may grant sublicenses under Section 2.1 (License Grants to Sarepta) to any Third Party, including to any Subcontractor to the extent a sublicense of the rights granted to Sarepta hereunder is necessary for such Subcontractor to satisfy Sarepta’s obligations as delegated to such Subcontractor.

2.2.2. With respect to any sublicense granted pursuant to Section 2.2.1 (Sublicensing Terms) or Section 2.3 (Performance through Subcontractors) to a Sublicensee or a Subcontractor, as the case may be:

- (a) any such sublicense or subcontract agreement will be consistent with the terms of this Agreement and obligate the Sublicensee or Subcontractor to comply with the applicable terms of this Agreement;
- (b) the sublicensing or subcontracting Party will remain primarily liable to the other Party for the performance of all of its obligations under, and its compliance with all provisions of, this Agreement, and for the performance of its Sublicensees and its Subcontractors, and the other Party will have the right to proceed directly against the sublicensing or subcontracting Party without any obligation to first proceed against the Sublicensees or Subcontractors;

- (c) without limiting Section 2.2.2(a) (Sublicensing Terms), (i) each Sublicensee and Subcontractor, as applicable, will undertake in writing obligations of confidentiality and non-use regarding Confidential Information that are substantially the same as those undertaken by the Parties with respect to Confidential Information pursuant to Article 9 (Confidentiality and Publication), and (ii) with respect to Sarepta as the sublicensing or subcontracting Party, will use Commercially Reasonable Efforts to require that each of its Sublicensee and Subcontractor undertakes in writing to assign or exclusively license back (with the right to sublicense) to Sarepta all Arising Know-How and Arising Patent Rights (including intellectual property with respect to any Licensed Compounds and Licensed Products conceived, invented, developed or otherwise made in the course of performing any such work); and
- (d) with respect to Sarepta as the sublicensing Party, within a reasonable time after execution of any sublicense agreement with a Sublicensee that grants Development or Commercialization rights in a Major Region, Sarepta will provide to Arrowhead a copy of such agreement (other than any agreement with a Subcontractor), which agreement may be redacted to omit any terms not necessary to determining Sarepta's and such Sublicensee's obligations under this Agreement.

**2.3. Performance through Subcontractors.** Subject to Section 2.2.2 (Sublicensing Terms) and Section 5.4 (Manufacturing Technology Transfer), Sarepta and any of its Affiliates may perform any of its rights or obligations under this Agreement through one or more Subcontractors. Arrowhead may perform any of its obligations under this Agreement through (a) its Affiliates and (b) one or more of the Subcontractors set forth in the applicable Development Plan or Additional R&D Plan, or, subject to Sarepta's prior written approval (not to be unreasonably withheld, conditioned or delayed), any new Subcontractor that Arrowhead proposes to engage to perform Development activities under the applicable Development Plan or Additional R&D Plan. Notwithstanding the foregoing, subject to Section 2.2.2 (Sublicensing Terms), Arrowhead's Subcontractors (i) listed in **Schedule 2.3** (Arrowhead Pre-Approved Subcontractors) and already performing Research or Development activities for one or more of the Programs under this Agreement as of the Execution Date or (ii) engaged by Arrowhead to perform ancillary facility support activities that are not specific to any Licensed Compound or Licensed Product hereunder, in each case ((i) and (ii)), are deemed pre-approved by Sarepta as of the Execution Date.

**2.4. Initial Technology Transfer.** Within [\*\*\*] days after the Effective Date, the JDC will prepare and the JSC will review, discuss, and determine whether to approve, a written technology transfer plan setting forth the Arrowhead Know-How (excluding all Arrowhead Manufacturing Know-How, which will be provided to Sarepta in accordance with Section 5.4 (Manufacturing Technology Transfer)) in existence as of the Effective Date to be transferred to Sarepta in a commercially reasonable format and the timelines for such transfer (the "**Technology Transfer Plan**"). Arrowhead will undertake all activities reasonably necessary to complete the Technology Transfer Plan, in accordance with the timelines set forth therein, at its sole cost and expense. For clarity, Arrowhead will not be required to create any documentation or data that does not already exist as of the Effective Date.

**2.5. Arrowhead Retained Rights.** Except as expressly granted under Section 2.1 (License Grants to Sarepta), Arrowhead hereby expressly retains, on behalf of itself and its Affiliates, all rights under the Arrowhead Technology, including the right to (a) perform (i) the Ongoing C1 Development Activities and Additional R&D Activities, (ii) the Category 2 Program Research Activities, and (iii) the Category 3 Program Research Activities, (b) Manufacture Licensed Compounds and Licensed Products in accordance with Article 5 (Manufacturing), (c) fulfill its obligations under any agreement between the Parties for Arrowhead's performance of Development activities or Manufacturing activities on behalf of Sarepta or its Affiliates or its Sublicensees for any Licensed Compounds and Licensed Products, and (d) fulfill any other obligations expressly set forth under this Agreement.

- 2.6. No Other Rights.** Except as otherwise expressly provided in this Agreement, under no circumstances will a Party or any of its Affiliates, as a result of this Agreement, obtain any ownership interest, license, or other right in or to any Know-How, Patent Rights, or other intellectual property of the other Party, including tangible or intangible items owned, Controlled, or developed by the other Party, or provided by the other Party to the receiving Party at any time, pursuant to this Agreement. Any rights not expressly granted by a Party under this Agreement are hereby retained by such Party.
- 2.7. Combination Products.** Notwithstanding any other provision of this Agreement, for purposes of the license grants under Section 2.1 (License Grants to Sarepta), with respect to any Licensed Product that is a Combination Product, such license will not include any Other Component Controlled by, as applicable, Arrowhead or any of its Affiliates or Sarepta or any of its Affiliates included in any such Combination Product.
- 2.8. License to Arrowhead.** Subject to the terms and conditions of this Agreement, Sarepta hereby grants to Arrowhead and its Affiliates a non-exclusive, non-transferable (except in accordance with Section 16.1 (Assignment)), royalty-free, fully paid-up, sublicensable (to a Subcontractor in accordance with Section 2.3 (Performance through Subcontractors)), license under the Sarepta Arising Technology, solely to the extent necessary to enable Arrowhead to perform its obligations under and in accordance with the terms of this Agreement.
- 2.9. Third Party In-License Payments.**
- 2.9.1. Prior to the Effective Date.** As between the Parties, (a) except as specified in clause (b) with respect to the [\*\*\*] Agreement, [\*\*\*] shall be solely responsible for any license fees, milestones, royalties, and other payments, whether accruing prior to, on or following the Effective Date, under any of the Pre-Existing Third Party Agreements, and (b) solely in connection with [\*\*\*], [\*\*\*] shall be solely responsible [\*\*\*] for all royalty payments and milestone payments of any kind owed under the [\*\*\*] Agreement that are directly attributable to the Development, Manufacture, or Commercialization of any Licensed Product that is the subject of such Category 3 Program and that is also an “[\*\*\*]” under the [\*\*\*] Agreement (as such term is defined therein as of the Execution Date).
- 2.9.2. After Effective Date.**
- (a) **Program-Specific Third Party Rights.** On a Program-by-Program basis, if, in the reasonable opinion of Sarepta, rights under any Patent Rights or Know-How of a Third Party are necessary or reasonably useful for the Exploitation of any of the Licensed Compounds or Licensed Products that are the subject of such Program by Sarepta or any of its Affiliates or any of its or their Sublicensees in any country of the Territory that are or is not Platform Third Party Rights (“**Program-Specific Third Party Rights**”), then, as between the Parties, [\*\*\*].
- (b) **Platform Third Party Rights.**
- (i) From and after the Effective Date and continuing during the Term, subject to Sarepta’s rights under Section 12.5.2 (Defense), prior to Arrowhead (or any of its Affiliates) entering into an agreement with respect to any Patent Rights or Know-How of a Third Party that are or is: (A) generally applicable to making, using, or selling RNAi Molecules; (B) not specific to a Licensed Compound, a Licensed Product, or any other RNAi Molecule Directed To the Target that is the subject of a Program, or any method of manufacture or use thereof; and (C) in the reasonable opinion of Arrowhead is necessary or reasonably useful for the Exploitation of the Licensed Compounds or Licensed Products that are the subject of a Program (such Patent Rights or Know-How, a “**Platform Third Party Rights**” and such agreement, a “**Platform**

**Third Party Agreement**”), Arrowhead will provide written notice to Sarepta of Arrowhead’s (or its Affiliate’s) intent to enter into such proposed Platform Third Party Agreement, along with reasonably detailed information regarding the proposed financial terms, as well as any other material terms applicable to sublicensees under such proposed Platform Third Party Agreement and the relevant Patent Rights or Know-How owned or otherwise controlled by such Third Party that are proposed to be included as Arrowhead Technology if Sarepta elects to take a sublicense under such proposed Platform Third Party Agreement pursuant to Section 2.9.2(b)(ii) (Platform Third Party Rights). After receipt of such notice from Arrowhead with respect to any Platform Third Party Agreement, Sarepta will have the right to request discussions with Arrowhead, and, if so requested, the Parties will promptly meet and discuss such Platform Third Party Rights and Platform Third Party Agreement, including the proposed financial terms and other terms applicable to sublicensees thereunder.

- (ii) Arrowhead (or its Affiliate) will use Commercially Reasonable Efforts to obtain sublicensable licenses or other rights under the relevant Platform Third Party Rights pursuant to its corresponding Platform Third Party Agreement that are sufficient to grant Sarepta a license with respect to the Licensed Compounds and Licensed Products that are the subject of the applicable Program on terms substantially consistent with the rights and licenses granted to Sarepta under the Arrowhead Technology pursuant to Section 2.1 (Licensed Grants to Sarepta); *provided* that [\*\*\*]. In no event will Arrowhead enter into any Platform Third Party Agreement under which rights are not sublicensable to Sarepta in a manner that precludes Sarepta from entering into an agreement with the applicable Third Party for a grant of such Platform Third Party Rights to Exploit the Licensed Compounds and Licensed Products in the Field in the Territory.
- (iii) If Arrowhead (or its Affiliate) is successful in obtaining such sublicensable licenses or other rights under the applicable Platform Third Party Agreement in accordance with Section 2.9.2(b) (Platform Third Party Rights), then (A) Sarepta will have the right, by delivery of written notice to Arrowhead, to elect to take a sublicense under such relevant Patent Rights or Know-How in-licensed by Arrowhead (or its Affiliate) under such Platform Third Party Agreement, and (B) if Sarepta makes such election, (1) [\*\*\*] and (2) Sarepta agrees to comply, and will cause its Affiliates and its and their Sublicensees to comply, with any applicable obligations under such Platform Third Party Agreement that apply to Sarepta (or its Affiliates or its or their Sublicensees) as sublicensees thereunder and of which Sarepta was informed by Arrowhead in writing prior to such election by Sarepta pursuant to this Section 2.9.2(b)(ii) (Platform Third Party Rights), including [\*\*\*]. If Sarepta fails to deliver such written notice to Arrowhead or otherwise declines such a sublicense, then the Platform Third Party Right subject to such Platform Third Party Agreement will not be included within the Arrowhead Technology or in any of the licenses and other rights granted to Sarepta and its Affiliates and its and their Sublicensees under this Agreement.
- (iv) Nothing in this Section 2.9.2(b) (Platform Third Party Rights) restricts Sarepta’s right to obtain any license or other rights in or to any Platform Third Party Right directly from any Third Party that owns or otherwise controls any Platform Third Party Right.

## 2.10. Exclusivity.

2.10.1. **Exclusivity Covenants.** Subject to Section 2.10.2 (Arrowhead Change of Control), except as expressly permitted under this Agreement:

- (a) during [\*\*\*] and on a Target-by-Target basis (the “**Target Exclusivity Period**”). Arrowhead will not, and will ensure that its Affiliates do not, independently or for or with any Third Party, Develop or Commercialize in the Territory any compound or product that is Directed To such Target [\*\*\*], including through the use of Arrowhead Technology, ligand and antibody technologies, or siRNA (such compound or product, a “**Target Competing Product**” and such activities, the “**Target Competitive Activities**”), except in accordance with Section 13.7.2 (Exclusivity);
- (b) during [\*\*\*] (the “**SCA Exclusivity Period**”), Arrowhead will not, and will ensure that its Affiliates do not, independently or for or with any Third Party, Develop or Commercialize in the Territory any compound or product for [\*\*\*], including through the use of Arrowhead Technology, including ligand and antibody technologies, or siRNA (such compound or product, a “**SCA Competing Product**” and such activities, the “**SCA Competitive Activities**”), except in accordance with Section 13.7.2 (Exclusivity);
- (c) until [\*\*\*] (the “**SM Exclusivity Period**”). Arrowhead will not, and will ensure that its Affiliates do not, independently or for or with any Third Party, Develop or Commercialize in the Territory any compound or product that is Directed To an Exclusive SM Target [\*\*\*], including through the use of Arrowhead Technology, including ligand and antibody technologies, or siRNA (such compound or product, an “**SM Competing Product**” and such activities, the “**SM Competitive Activities**”); and
- (d) during [\*\*\*], Arrowhead will not, and will ensure that its Affiliates do not, independently or for or with any Third Party, Develop or Commercialize in the Territory any compound or product that is Directed To any SM Reserved Target [\*\*\*], including through the use of Arrowhead Technology, ligand and antibody technologies, or siRNA.

2.10.2. **Arrowhead Change of Control.** If, during, as applicable the Target Exclusivity Period, the SCA Exclusivity Period, or the SM Exclusivity Period, Arrowhead undergoes a Change of Control and the Acquirer is (a) engaged in, respectively, Target Competitive Activities, SCA Competitive Activities, or SM Competitive Activities as of the closing of such Change of Control or (b) initiates, respectively, Target Competitive Activities, SCA Competitive Activities, or SM Competitive Activities no earlier than five years after the closing of such Change of Control, then the restrictions set forth in Section 2.10.1 (Exclusivity Covenants) will not apply to such Acquirer and such Target Competitive Activities, SCA Competitive Activities, or SM Competitive Activities, as applicable; *provided* that (i) no Licensed Product-Specific Patent Rights, Sarepta Arising Technology, or Confidential Information of Sarepta or Confidential Information of both Parties is used by or on behalf of such Acquirer in connection with any performance of such Target Competitive Activities, SCA Competitive Activities, or SM Competitive Activities, as applicable, and (ii) such Acquirer institutes commercially reasonable technical and administrative safeguards to ensure the requirements set forth in the foregoing clause (i) are met, including by creating “firewalls” between the personnel working on the Target Competing Product, SCA Competing Product, or SM Competing Product, as applicable, and the personnel teams charged with working on any Licensed Compound or Licensed Product that is the subject of any Program hereunder having as its Target the same as that of such Target Competitive Activities, SCA Competitive Activities, or SM Competitive Activities, as applicable, or having access to data from activities performed under this Agreement or Confidential Information of Sarepta or

Confidential Information of both Parties. Notwithstanding the foregoing, the foregoing clause (ii) will not apply to employees or members of the Board of Directors of Arrowhead who do not perform any day-to-day responsibilities for a Licensed Compound or a Licensed Product or, as applicable, Target Competitive Activities, SCA Competitive Activities, or SM Competitive Activities, if Arrowhead ensures that such employees and members of its Board of Directors comply with Arrowhead's obligations of confidentiality and non-use as set forth in this Agreement.

- 2.10.3. **Acquired Business Exception.** Notwithstanding the restrictions set forth in Section 2.10.1 (Exclusivity Covenants), if, during as applicable the Target Exclusivity Period or the SM Exclusivity Period, Arrowhead or any of its Affiliates acquires any assets or business, whether by way of merger, business combination, asset purchase, stock purchase, or otherwise (the "**Acquired Business**"), and such Acquired Business, immediately prior to such acquisition, owns, has, or includes any license or other right to any Target Competing Product, SCA Competing Product, or SM Competing Product, as applicable, that would otherwise violate Section 2.10.1 (Exclusivity Covenants), then Arrowhead will (1) notify Sarepta of such Target Competing Product, SCA Competing Product, or SM Competing Product, as applicable, in writing no later than [\*\*\*] days after the consummation of such acquisition, and (2) perform one of the following acts (and specify which of the following it will perform in such notice, which decision will be final and binding on Arrowhead and its Affiliates), and in the case of all acts specified under the clauses below Arrowhead and its Affiliates also will comply with the firewalling and other requirements specified in clauses (a) and (b) of Section 2.10.2 (Arrowhead Change of Control):
- (a) Arrowhead may elect to terminate the Development, Manufacture, or Commercialization of, as applicable, such Target Competing Product, SCA Competing Product, or SM Competing Product, as applicable, in which case Arrowhead and its Affiliates will cease the Development, Manufacture, and Commercialization of, as applicable, such Target Competing Product, SCA Competing Product, or SM Competing Product, as applicable, as soon as reasonably practicable and in any event within [\*\*\*] days after the consummation of the acquisition of the Acquired Business, giving due consideration to ethical concerns and requirements under applicable Law and any agreements with Third Parties and notify Sarepta in writing of such completed termination; or
  - (b) Arrowhead may elect to divest itself (or cause its Affiliate to divest itself) of, as applicable, such Target Competing Product, SCA Competing Product, or SM Competing Product, as applicable, and notify Sarepta in writing of such completed divestiture, *provided* that such divestiture is completed within [\*\*\*] months after the consummation of the acquisition of the Acquired Business.
- 2.10.4. **Acknowledgment.** Arrowhead acknowledges and agrees that (a) this Section 2.10 (Exclusivity) has been negotiated by the Parties, (b) the geographical and time limitations on activities set forth in Section 2.10 (Exclusivity) are reasonable, valid, and necessary in light of the Parties' circumstances and necessary for the adequate protection of the Research, Development, Manufacturing, Commercialization, and other Exploitation of the Licensed Compounds and Licensed Products, and (c) Sarepta would not have entered into this Agreement without the protection afforded it by Section 2.10 (Exclusivity). If, notwithstanding the foregoing, a court of competent jurisdiction determines that the restrictions set forth in Section 2.10 (Exclusivity) are too broad or otherwise unreasonable (for example, due to a change in circumstance) under applicable Law, including with respect to duration, geographic scope, or space, then the court is hereby requested and authorized by the Parties to, and if the court cannot do so, then the Parties will, revise Section 2.10 (Exclusivity) to include the maximum restrictions allowable under applicable Law.

### 3. RESEARCH AND DEVELOPMENT

#### 3.1. Arrowhead Research and Development Activities.

##### 3.1.1. Category 1 Program Development.

- (a) **Arrowhead Category 1 Program Development Responsibility.** Subject to Section 3.4 (Arrowhead Development Costs Reimbursement), on a Category 1 Program-by-Category 1 Program basis, Arrowhead will be responsible for conducting and completing the Ongoing Development Trials and all Ongoing C1 Development Activities, which activities Arrowhead will perform in accordance with the applicable corresponding Category 1 Development Plan for such Category 1 Program; *provided* that Sarepta may assume responsibility and control of the Ongoing Development Trials and associated Ongoing C1 Development Activities for any Category 1 Program (i) as requested by Sarepta and approved by the JSC (A) at any time for each Category 1 Program other than the DM1 Program, and (B) for the DM1 Program, solely after the earlier of (1) the date of occurrence of the DM1 Second Development Milestone Event and (2) the date on which Sarepta, in its sole discretion, pays Arrowhead the remaining amount owed to Arrowhead under Section 8.3.1(a) (DM1 Program Development Milestones) as of such date as if both the DM1 First Development Milestone Event and the DM1 Second Development Milestone Event had been achieved or (ii) at any time, in the exercise of Sarepta's step-in right in accordance with Section 3.1.1(b) (Sarepta Category 1 Development Step-In Right) (such assumed Clinical Trials and activities, the "**Assumed C1 Program Development Activities**"). To the extent not set forth in the Transition Plan for a given Category 1 Program with respect to which Sarepta is to perform any Assumed C1 Program Development Activities, Arrowhead will provide to Sarepta copies of all Arrowhead Know-How that is necessary or, in the Parties' mutual good faith opinion, reasonably useful for the performance of such Assumed C1 Program Development Activities. Arrowhead will not perform any Research or other Development activities for any Licensed C1 Compound or Licensed C1 Product of any Category 1 Program other than in accordance with the applicable Category 1 Development Plan for such Category 1 Program or, if any, the applicable Additional R&D Plan for such Category 1 Program. For clarity, if Sarepta makes the payment contemplated in the foregoing clause (a)(i)(B)(2), then, upon Arrowhead's receipt of such payment, Sarepta will have no further obligations under Section 8.3.1(a) (DM1 Program Development Milestones).
- (b) **Sarepta Category 1 Development Step-In Right.** On a Category 1 Program-by-Category 1 Program basis, if Sarepta, acting in good faith, determines that Arrowhead has failed to perform, one or more of its Ongoing C1 Development Activities under and in accordance with the applicable corresponding Category 1 Development Plan for such Category 1 Program, then Sarepta will provide Arrowhead with written notice regarding such failure to perform, and upon receipt of such notice Arrowhead will have a period of [\*\*\*] days to perform (or re-perform) the applicable Ongoing C1 Development Activities, or a longer period to the extent determined by Sarepta in its reasonable discretion following consultation in good faith with Arrowhead to allow such performance or re-performance of the relevant activity that gave rise to the failure, assuming the use of diligent efforts by Arrowhead ("**Ongoing C1 Development Activities Cure Period**"). If (i) Arrowhead has not completed performance of such Ongoing C1 Development Activities in accordance with the applicable Category 1 Development Plan upon the expiration of the applicable Ongoing C1 Development Activities Cure Period or (ii) Arrowhead otherwise notifies Sarepta in writing that Arrowhead anticipates that it will be unable to perform or complete any Ongoing C1 Development Activities, as applicable, in accordance with this Section 3.1.1 (Category 1 Program Development) and Section 3.3.1

(Arrowhead Development Diligence Obligations), then, in each case ((i) and (ii)), Sarepta may, upon written notice to Arrowhead, assume such Ongoing C1 Development Activities that are subject to such default by Arrowhead. Except as otherwise set forth in Section 7.5.3(b) (Final Decision-Making Authority) or Section 7.5.3(c) (Final Decision-Making Authority), in each case, with respect to a DM1 Development Milestone MTC, Sarepta will have sole control over and decision-making authority with respect to such Assumed C1 Program Development Activities, which Sarepta will perform at its cost and expense.

(c) **Category 1 Development Plans; Material Trial Changes.**

- (i) **Category 1 Development Plans.** Subject to Section 3.4 (Arrowhead Development Costs Reimbursement), on a Category 1 Program-by-Category 1 Program basis, Arrowhead will conduct all activities in furtherance of the Ongoing C1 Development Activities for such Category 1 Program in accordance with a written plan to be prepared by the JDC and submitted to the JSC to review, discuss, and determine whether to approve as promptly as reasonably practicable after the Effective Date (and in any event no later than [\*\*\*] days after the Effective Date) (as such plan may be updated thereafter in accordance with this Agreement, a “**Category 1 Development Plan**”). Each Category 1 Development Plan will include (and any subsequent update thereof will include) (A) the planned Ongoing C1 Development Activities to be conducted by or on behalf of Arrowhead through completion of the Ongoing Development Trials for such Category 1 Program and the timelines of such activities, (B) the Manufacturing activities (including all CMC Activities) to be conducted by or on behalf of Arrowhead in support of the Ongoing C1 Development Activities (if any), (C) the Sarepta Personnel that may assist Arrowhead in the performance of any of the activities described in the foregoing clauses (A) and (B) and a summary of the activities with which such Sarepta Personnel may assist, and (D) a budget that sets forth all FTE Costs and Out-of-Pocket Costs to be incurred by or on behalf of Arrowhead in the performance of the Ongoing C1 Development Activities (for each Category 1 Program, a “**Category 1 Development Budget**”). Either Party, through the JDC, may propose updates (other than any Material Trial Change, which are addressed in Section 3.1.1(c)(ii) (Material Trial Changes)) to any Category 1 Development Plan (including the Category 1 Development Budget set forth therein) and the JSC will review, discuss, and determine whether to approve each such update, including updates to the Category 1 Development Budget therein.
- (ii) **Material Trial Changes.** No Material Trial Change to an Ongoing Clinical Trial will be implemented without the approval of the Parties through the JSC. In the event a Party wishes to propose a Material Trial Change to an Ongoing Clinical Trial, the Parties, through the JDC, will discuss in good faith such Material Trial Change, including reviewing and discussing all material information relevant to such proposed Material Trial Change, and following such discussion, the JSC will determine whether to approve the implementation of such Material Trial Change and the JSC will update the applicable Category 1 Development Plan (including the Category 1 Development Budget) to include such approved Material Trial Change (with no further decision-making authority over such update). Notwithstanding the preceding sentence, and subject to Section 4.4 (Pharmacovigilance Agreement), (A) no such prior written approval by Sarepta through the JSC will be needed for, and instead Arrowhead will provide Sarepta prompt written notice of (including all material information relevant to such Material Trial

Change) and will discuss promptly with Sarepta, the implementation of a Material Trial Change reasonably necessary for patient safety or required by a Regulatory Authority (an “**Urgent Material Trial Change**”) and the JSC will update the applicable Category 1 Development Plan (including the Category 1 Development Budget) to include such Urgent Material Trial Change (with no further decision-making authority over such update); *provided* that if Sarepta reasonably believes that Arrowhead should undertake a particular course of action in relation to a proposed Urgent Material Trial Change to reduce risks to patient safety, then Arrowhead will consider in good faith such course of action as part of such Urgent Material Trial Change, and (B) except as set forth in the foregoing clause (A), Sarepta will provide its decision as to whether to consent to such Material Trial Change directly to Arrowhead and not through the JSC (which consent may be via email or other electronic communication) no later than five Business Days (or such longer period as reasonably agreed in writing by the Parties) after the date of Arrowhead’s written request (including all material information relevant to such Material Trial Change for such approval) for approval of (1) any change described in clause (d) of the definition of “**Material Trial Change**” and (2) any other Material Trial Change identified by Arrowhead acting in good faith as urgent.

### 3.1.2. **Category 2 Program Research and Development.**

- (a) **Arrowhead Category 2 Program Development Responsibility.** On a Category 2 Program-by-Category 2 Program basis, Arrowhead will be responsible for conducting and completing the Category 2 Program Research Activities in accordance with the applicable Category 2 Development Plan for such Category 2 Program to deliver to Sarepta a Category 2 CTA Ready Package therefor. Arrowhead will not perform any Research or other non-clinical or clinical Development activities with respect to a Category 2 Program other than in accordance with its applicable Category 2 Development Plan or, if any, the applicable Additional R&D Plan for such Category 2 Program.
- (b) **Category 2 Development Plans.** Arrowhead will conduct the Category 2 Program Research Activities for each Category 2 Program in accordance with a written plan to be prepared by the JDC and submitted to the JSC to review, discuss, and determine whether to approve as promptly as reasonably practicable after the Effective Date (and in any event no later than [\*\*\*] days after the Effective Date) (as such plan may be updated thereafter in accordance with this Agreement, a “**Category 2 Development Plan**”). Each Category 2 Development Plan for a Category 2 Program will include (and any subsequent update thereof will include) (i) the planned Research and pre-clinical Development activities to be conducted by or on behalf of Arrowhead and the timelines of such activities, (ii) the Manufacturing activities (including all CMC Activities) to be conducted by or on behalf of Arrowhead in support of the activities described in the foregoing clause (i) (if any), (iii) the Sarepta Personnel that may assist Arrowhead in the performance of any of the activities described in the foregoing clauses (i) and (ii) and a summary of the activities with which such Sarepta Personnel may assist, and (iv) the transfer to Sarepta of the data, results, and other material Know-How, including the chemical structures and sequences of a lead Licensed C2 Product that is the subject of such Category 2 Program (but excluding all Arrowhead Manufacturing Know-How, which will be provided to Sarepta in accordance with Section 5.4 (Manufacturing Technology Transfer)), that are (A) generated in the performance of activities of clause (i) and (B) necessary or, in the Parties’ mutual good faith opinion, reasonably useful for Sarepta to file a CTA for such Licensed C2 Product to commence a Phase I Clinical Trial, but in any event including all information set forth on and (if

specified therein) in the format specified in **Schedule 3.1.2** (CTA Ready Package Form) (the “**Category 2 CTA Ready Data**”) (collectively, the data, results and Know-How of clause (iv) the “**Category 2 CTA Ready Package**”, and together with the activities of clause (i) and clause (ii), the “**Category 2 Program Research Activities**”). Either Party, through the JDC, may propose updates to a Category 2 Development Plan and the JSC will review, discuss, and determine whether to approve each such update. The Parties agree that, as of the Execution Date, the anticipated lead Licensed C2 Product for the HTT Program is ARO-HTT.

- (c) **Sarepta Category 2 CTA Ready Package Acceptance.** Following its receipt of a Category 2 CTA Ready Package with respect to a Category 2 Program, Sarepta will have [\*\*\*] days to (i) review the contents of such Category 2 CTA Ready Package and (ii) ask any reasonable questions regarding such Category 2 CTA Ready Package, which Arrowhead will promptly answer. If Sarepta, acting in good faith, determines that such Category 2 CTA Ready Package is incomplete, as compared to the Category 2 CTA Ready Data specified on **Schedule 3.1.2** (CTA Ready Package Form) to be included in such Category 2 CTA Ready Package or that Arrowhead has not otherwise provided Sarepta with any Arrowhead Know-How that is generated in the performance of activities under the applicable Category 2 Development Plan that is necessary or, in the Parties’ mutual good faith opinion, reasonably useful for Sarepta to file a CTA for one or more Licensed C2 Products that are the subject of such Category 2 Program, then Sarepta will promptly notify Arrowhead of such deficiency and identify in reasonable detail in such notice the missing Category 2 CTA Ready Data or other Arrowhead Know-How. Unless Arrowhead disputes in good faith such deficiency, in which case such dispute will be referred to the JSC for resolution, Arrowhead shall promptly deliver to Sarepta such previously missing Category 2 CTA Ready Data. Sarepta will be deemed to have accepted the Category 2 CTA Ready Package as complete and final upon the date of expiration of such [\*\*\*] day period; provided, however, that, if applicable, such period will be extended by the number of days that are necessary such that Sarepta has [\*\*\*] days following its receipt of all identified missing Category 2 CTA Ready Data in response to its notice of deficiency, and the Category 2 CTA Ready Package will be deemed accepted by Sarepta upon the expiration of such supplemental time period.

### 3.1.3. **Category 3 Program Research and Development.**

(a) **Selection of Collaboration Targets.**

- (i) Sarepta will have the right to select up to six targets from among the CNS Targets, Skeletal Muscle Targets, and Cardiomyocyte Targets at any time until [\*\*\*] (the “**Selection Term**”); *provided* that [\*\*\*].
- (ii) At any time during the Selection Term, Sarepta may send a written notice to Arrowhead identifying a proposed target in accordance with the selection limitations set forth in Section 3.1.3(a)(i) (a “**Target Nomination Notice**”). [\*\*\*] If the Target Nomination Notice nominates a Non-Exclusive SM Target, CNS Target (other than [\*\*\*]), or a Cardiomyocyte Target, then Arrowhead will have [\*\*\*] days after receiving such Target Nomination Notice to provide written notice to Sarepta of whether Arrowhead accepts or rejects such nominated Non-Exclusive SM Target, CNS Target, or Cardiomyocyte Target (a “**Target Reply Notice**”). Arrowhead may reject such nominated Non-Exclusive SM Target, CNS Target, or Cardiomyocyte Target only if: [\*\*\*]. If Arrowhead provides Sarepta a Target Reply Notice rejecting such nominated Non-Exclusive SM Target, CNS Target, or Cardiomyocyte

Target on the basis of the foregoing clause (A) or clause (B), then such Target Nomination Notice will be voided and such nominated target Non-Exclusive SM Target, CNS Target, or Cardiomyocyte Target will not become the target of a Category 3 Program under this Agreement for any purposes, including Section 2.10.1 (Exclusivity Covenants) and Section 3.3.1 (Arrowhead Development Diligence Obligations). If Arrowhead provides Sarepta a Target Reply Notice accepting such nominated Non-Exclusive SM Target, CNS Target, or Cardiomyocyte Target, then such nominated Non-Exclusive SM Target, CNS Target, or Cardiomyocyte Target will become the target of a Category 3 Program under this Agreement. Each target accepted by Arrowhead pursuant to this Section 3.1.3(a) (Selection of Collaboration Targets) will be deemed a “**Collaboration Target**” under this Agreement. Subject to Section 3.1.3(b) (Sarepta Collaboration Target Substitution Right), Sarepta may send Target Nomination Notices to Arrowhead during the Selection Term until six targets have been accepted by Arrowhead as Collaboration Targets. If, during the Term, Arrowhead enters into a collaboration, license, or other arrangement with a Third Party that includes Arrowhead using its platforms and other proprietary technology to Research, Develop, Manufacture, Commercialize, or otherwise Exploit compounds and products Directed To Non-Exclusive SM Targets, CNS Targets, or Cardiomyocyte Targets, then the Parties agree to negotiate in good faith and execute an amendment to this Agreement to provide for a gatekeeping process to govern Sarepta’s selection of Non-Exclusive SM Targets, CNS Targets, or Cardiomyocyte Targets to be pursued as Collaboration Targets under the terms and conditions of this Agreement.

- (iii) If, during the Selection Term, Arrowhead provides Sarepta with a Target Reply Notice rejecting, as permitted under Section 3.1.3(a) (Selection of Collaboration Targets), a target proposed in a Target Nomination Notice delivered by Sarepta, then Sarepta will have the right (but not the obligation) to provide Arrowhead a Target Nomination Notice nominating an alternate nominated target at any time prior to the end of the Selection Term, which alternate nominated target will be subject to the selection process set forth under this Section 3.1.3(a) (Selection of Collaboration Targets).
- (b) **Sarepta Collaboration Target Substitution Right.**
- (i) If, during the Selection Term, Arrowhead notifies Sarepta in writing of a Target Failure with respect to an ongoing Category 3 Program as contemplated under Section 3.1.3(c) (Arrowhead Category 3 Development Responsibility), then Sarepta will have the right (but not the obligation) to provide Arrowhead a Target Nomination Notice nominating an alternate nominated target at any time prior to the end of the Selection Term, which alternate nominated target will be subject to the selection process of Section 3.1.3(a) (Selection of Collaboration Targets).
  - (ii) Any alternate nominated target pursuant to Section 3.1.3(b)(i) (Sarepta Collaboration Target Substitution Right) will be a “**Replacement Target**” and, if accepted by Arrowhead in accordance with Section 3.1.3(a)(ii) (Selection of Collaboration Targets) or 3.1.3(b)(iii) (Sarepta Collaboration Target Substitution Right), as applicable, will be deemed a Collaboration Target (each such occurrence of a Replacement Target accepted by Arrowhead, a “**Substitution Right**”); [\*\*\*].

- (iii) At the end of the Selection Term and provided that Sarepta has not already exercised its [\*\*\*] Substitution Rights, Sarepta will identify in writing to Arrowhead [\*\*\*] targets from amongst the Exclusive SM Targets to be reserved for Sarepta's selection as an alternate target for a Category 3 Program in case of a Target Failure with respect to an ongoing Category 3 Program as contemplated under Section 3.1.3(c) (Arrowhead Category 3 Development Responsibility) during the [\*\*\*] year period after the expiration of the Selection Term (each, a "**SM Reserved Target**").
  - (iv) During the [\*\*\*] year period after the expiration of the Selection Term, if Arrowhead notifies Sarepta in writing of a Target Failure with respect to an ongoing Category 3 Program as contemplated under Section 3.1.3(c) (Arrowhead Category 3 Development Responsibility), then Sarepta will have the right (but not the obligation) to (A) submit to Arrowhead a Target Nomination Notice nominating an alternate nominated target, which target will be subject to the selection process of Section 3.1.3(a) (Selection of Collaboration Targets), or (B) provide written notice to Arrowhead identifying the SM Reserved Target to be substituted as a Collaboration Target hereunder, in either case ((A) or (B)), within [\*\*\*] days after, as applicable, the date that Sarepta is notified by Arrowhead of the Target Failure.
  - (v) Neither Sarepta nor Arrowhead will have any further rights with respect to (A) any Collaboration Target for which there was a Target Failure, or (B) all SM Reserved Targets, if any, that have not become Collaboration Targets on the date that is [\*\*\*] years after the expiration of the Selection Term, and, in each case ((A) and (B)), either Party will be free to pursue any compounds and products Directed To such targets outside of this Agreement.
- (c) **Arrowhead Category 3 Development Responsibility.** During the Collaboration Term, on a Category 3 Program-by-Category 3 Program basis, Arrowhead will be responsible, at its sole cost and expense, for conducting and completing the Category 3 Program Research Activities for the Collaboration Target of such Category 3 Program in accordance with the applicable Category 3 Development Plan for such Category 3 Program with the aim of delivering to Sarepta a Category 3 CTA Ready Package therefor. Arrowhead will not perform any Research or other non-clinical or clinical Development activities for any Collaboration Target other than in accordance with the applicable Category 3 Development Plan or, if any, the applicable Additional R&D Plan for such Category 3 Program. If Arrowhead, acting in good faith, determines that the data and results generated in its performance of the Category 3 Program Research Activities for a Category 3 Program show achievement of the [\*\*\*] specified for such Category 3 Program in the applicable Category 3 Development Plan, then Arrowhead will promptly notify Sarepta in writing of such determination, and each Party's rights and obligations with respect to such Category 3 Program and its corresponding Collaboration Target will terminate (a "**Target Failure**"), including pursuant to Section 2.10 (Exclusivity Covenants) and Section 3.3.1 (Arrowhead Development Diligence Obligations); *provided* that if Sarepta, acting in good faith, disputes the achievement of the [\*\*\*] with respect to any Category 3 Program and its termination under this Agreement, then such dispute will be referred to the JSC for resolution.
- (d) **Category 3 Development Plans.** Arrowhead will conduct the Category 3 Program Research Activities for each Category 3 Program in accordance with a written plan prepared by the JDC and submitted to the JSC to review, discuss, and determine whether to approve as promptly as reasonably practicable after the

date of Arrowhead's Target Reply Notice accepting the target nominated in Sarepta's corresponding Target Nomination Notice (and in any event no later than [\*\*\*] days after the date of such Target Reply Notice) (as such plan may be updated thereafter in accordance with this Agreement, a "**Category 3 Development Plan**"). The Category 3 Development Plan for a Category 3 Program will include (and any subsequent update thereof will include) (i) the planned Research and pre-clinical Development activities to be conducted by or on behalf of Arrowhead and the timelines of such activities, (ii) the Manufacturing activities (including all CMC Activities) to be conducted by or on behalf of Arrowhead in support of the activities described in the foregoing clause (i) (if any), (iii) the Sarepta Personnel that may assist Arrowhead in the performance of any of the activities described in the foregoing clauses (i) and (ii) and a summary of the activities with which such Sarepta Personnel may assist, and (iv) the transfer to Sarepta of the data, results and other material Know-How, including the chemical structures and sequences of a lead Licensed C3 Product under such Category 3 Program (but excluding all Arrowhead Manufacturing Know-How which will be provided to Sarepta in accordance with Section 5.4 (Manufacturing Technology Transfer)), that are (A) generated in the performance of activities of clause (i) and (B) necessary or, in the Parties' mutual good faith opinion, reasonably useful for Sarepta to file a CTA for such Licensed C3 Product to commence a Phase I Clinical Trial, but in any event including all information set forth on and (if specified therein) in the format specified in **Schedule 3.1.2** (CTA Ready Package Form) (the "**Category 3 CTA Ready Data**") (collectively, the data, results and Know-How of clause (iv) the "**Category 3 CTA Ready Package**"), and together with the activities of clause (i) and clause (ii), the "**Category 3 Program Research Activities**"). Either Party, through the JDC, may propose updates to any Category 3 Development Plan and the JSC will review, discuss, and determine whether to approve each such update.

- (e) **Sarepta Category 3 CTA Ready Package Acceptance.** Following its receipt of a Category 3 CTA Ready Package with respect to a Category 3 Program, Sarepta will have [\*\*\*] days to (i) review the contents of such Category 3 CTA Ready Package and (ii) ask any reasonable questions regarding such Category 3 CTA Ready Package, which Arrowhead will promptly answer. If Sarepta, acting in good faith, determines that such Category 3 CTA Ready Package is incomplete, as compared to the Category 3 CTA Ready Data specified on **Schedule 3.1.2** (CTA Ready Package Form) to be included in such Category 3 CTA Ready Package or that Arrowhead has not otherwise provided Sarepta with any Arrowhead Know-How that is generated in the performance of activities under the applicable Category 3 Development Plan that is necessary or, in the Parties' mutual good faith opinion, reasonably useful for Sarepta to file a CTA for one or more Licensed C3 Products that are the subject of such Category 3 Program, Sarepta will promptly notify Arrowhead of such deficiency and identify in reasonable detail in such notice the missing Category 3 CTA Ready Data or other Arrowhead Know-How. Unless Arrowhead disputes in good faith such deficiency, in which case such dispute will be referred to the JDC for resolution, Arrowhead shall promptly deliver to Sarepta such previously missing Category 3 CTA Ready Data. Sarepta will be deemed to have accepted the Category 3 CTA Ready Package as complete and final upon the date of expiration of such [\*\*\*] day period; provided, however, that, if applicable, such period will be extended by the number of days that are necessary to ensure that Sarepta has [\*\*\*] days following its receipt of identified missing Category 3 CTA Ready Data in response to its notice of deficiency, and the Category 3 CTA Ready Package will be deemed accepted by Sarepta upon the expiration of such supplemental time period.

- 3.1.4. **Additional R&D Responsibilities.** During the Term, subject to Section 3.4 (Arrowhead Development Costs Reimbursement), on a Program-by-Program basis, Sarepta may

request that Arrowhead perform certain (a) Research or other non-clinical Development activities for the Licensed Compounds and Licensed Products that are the subject of such Program or (b) CMC Activities, in each case ((a) and (b)), as may be reasonably necessary to support the filing of an IND with the FDA for the Licensed Compounds and Licensed Product that are the subject of such Program (“**Additional R&D Activities**”). Upon such request, the JDC will prepare a written plan that sets forth such Additional R&D Activities for the applicable Program (for each Program, as such plan may be amended in accordance with this Agreement, an “**Additional R&D Plan**”) and submit such proposed Additional R&D Plan to the JSC to review, discuss, and determine whether to approve. Each Additional R&D Plan will include (and any subsequent update thereof will include) (a) the planned Additional R&D Activities to be conducted by or on behalf of Arrowhead and the timelines of such Additional R&D Activities, (b) the Manufacturing activities to be conducted by or on behalf of Arrowhead in support of the activities described in the foregoing clauses (a) or (b) (if any), (c) the Sarepta Personnel that may assist Arrowhead with any of the activities described in the foregoing clauses (a) and (b) and a summary of the activities with which such Sarepta Personnel may assist, and (d) a budget that sets forth all FTE Costs and Out-of-Pocket Costs to be incurred by or on behalf of Arrowhead in the performance of such Additional R&D Activities under such plan (for each Program, an “**Additional R&D Budget**”). Either Party may propose (through the JSC) updates to any Additional R&D Plan (including the Additional R&D Budget set forth therein) and the JSC will review, discuss, and determine whether to approve each such update to any Additional R&D Plan, including updates to the Additional R&D Budget therein.

### 3.2. Sarepta Development and Medical Affairs Activities.

#### 3.2.1. Sarepta Development and Medical Affairs Responsibility.

- (a) For each Category 1 Program, from and after the earlier of (i) the later of the date of Arrowhead’s completion of the Ongoing C1 Development Activities and, if applicable, of any Additional R&D Activities for such Category 1 Program and (ii) the date of Sarepta’s assumption of the Assumed C1 Program Development Activities for such Category 1 Program, except as otherwise set forth in Section 8.3.1(d) (DM1 First Development Milestone Event) with [\*\*\*], Sarepta will have sole control over and decision-making authority for the Development of, and performance of Medical Affairs for, all Licensed C1 Compounds and Licensed C1 Products that are the subject of such Category 1 Program, including preparing Clinical Trial designs and protocols (other than with respect to a [\*\*\*]), sponsoring Clinical Trials, engaging CROs, and managing activities at Clinical Trial sites.
- (b) For each Category 2 Program, from and after the CTA Ready Package Acceptance Date for such Category 2 Program, Sarepta will have sole control over and decision-making authority for the Development of, and performance of Medical Affairs for, all Licensed C2 Compounds and Licensed C2 Products that are the subject of such Category 2 Program, including preparing Clinical Trial designs and protocols, sponsoring Clinical Trials, engaging CROs, and managing activities at Clinical Trial sites.
- (c) For each Category 3 Program, from and after the CTA Ready Package Acceptance Date for such Category 3 Program, Sarepta will have sole control over and decision-making authority for the Development of, and performance of Medical Affairs for, all Licensed C3 Compounds and Licensed C3 Products that are the subject of such Category 3 Program, including preparing Clinical Trial designs and protocols, sponsoring Clinical Trials, engaging CROs, performing all Medical Affairs, and managing activities at Clinical Trial sites.

#### 3.2.2. Transition of Category 1 Program Development Activities.

(a) **Transition Plans.**

- (i) For each Category 1 Program, subject to Section 4.2 (Assignment of Regulatory Submissions), within [\*\*\*] days following the Effective Date, the JDC will prepare and submit to the JSC to review, discuss, and determine whether to approve a written plan for each Category 1 Program setting forth the activities to be undertaken and the copies of Arrowhead Know-How to be transferred to effectuate the transition from Arrowhead to Sarepta of (A) Development activities following Arrowhead's completion of all Ongoing Development Trial(s) and Ongoing C1 Development Activities set forth in the Development Plan for such Category 1 Program or (B) any Assumed C1 Program Development Activities, in each case, for such Category 1 Program (for each Category 1 Program, a "**Transition Plan**"); *provided, however*, that the JDC will prepare, and submit to the JSC to review, discuss, and determine whether to approve, the Transition Plan for the DM1 Program promptly after the earliest date on which: (1) the DM1 Second Development Milestone Event has been achieved, (2) Sarepta assumes Assumed C1 Program Development Activities with respect to the DM1 Program, or (3) [\*\*\*].
- (ii) With respect to any Assumed C1 Program Development Activities for a Category 1 Program [\*\*\*], upon Sarepta's request, the JDC will prepare, and submit to the JSC to review, discuss, and determine whether to approve, an update to the applicable Transition Plan for such Category 1 Program to contemplate an earlier transition to Sarepta of the Assumed C1 Program Development Activities.
- (iii) The JDC will coordinate the transition of all Development activities for each Category 1 Program in accordance with its applicable Transition Plan, and each Party will use reasonable efforts to perform the activities assigned to it under such Transition Plan. Sarepta will be solely responsible for all costs and expenses it incurs in connection with the performance of its activities under the applicable Transition Plan. As part of such transition, Arrowhead, at its cost and expense (except as set forth in Section 3.2.2(b) (Transition Assistance)), will promptly disclose to Sarepta all Arrowhead Know-How and any Clinical Trial Regulatory Submissions, INDs, MAAs, and other Regulatory Approvals or Regulatory Submissions related to a given Program set forth in the applicable Transition Plan (including the timelines for such disclosures to be made) and not previously transferred to Sarepta in accordance with Section 2.4 (Initial Technology Transfer) and subject to Section 4.2 (Assignment of Regulatory Submissions), excluding all Arrowhead Manufacturing Know-How that is not listed in the applicable Transition Plan, which will be provided to Sarepta in accordance with Section 5.4 (Manufacturing Technology Transfer). For clarity, in connection with the transition under this Section 3.2.2 (Transition of Category 1 Program Development Activities) for each Category 1 Program, Arrowhead will not be required to (i) except as reasonably requested by Sarepta and at Sarepta's sole cost and expense, create any documents that do not already exist as of the completion of the Ongoing Development Trial(s) and Ongoing C1 Development Activities set forth in the applicable Category 1 Development Plan for a Category 1 Program; or (ii) assign or otherwise transfer to Sarepta any master agreements to which Arrowhead or any of its Affiliates is a party that could relate to the Exploitation of compounds or products other than the Licensed C1 Compounds or Licensed C1 Products that are the subject of the Category 1 Program being transitioned to Sarepta (regardless of whether such master

agreement relates to any such compound or product at such time), *provided* that, to the extent related to such compound or product, Arrowhead will provide to Sarepta a copy of such master agreement, which may be redacted to preserve Third Party confidentiality. After the Effective Date, unless otherwise agreed by Sarepta in advance, Arrowhead will not enter into any agreement with a Third Party that relates solely to a Category 1 Program (or amend any such agreement existing as of the Effective Date) pursuant to which Arrowhead would be liable for any payment in connection with any assignment thereof to Sarepta or the assignment of which to Sarepta would require consent from such Third Party.

- (b) **Transition Assistance.** Upon Sarepta's reasonable request and for a period not to exceed [\*\*\*] days following completion of the activities and document transfers contemplated under the applicable Transition Plan for a Category 1 Program, Arrowhead will provide such assistance, including making its Personnel reasonably available to Sarepta during normal business hours, as is reasonably necessary to support the transition of Development and Medical Affairs activities to Sarepta for such Category 1 Program in accordance with such Transition Plan. Sarepta will reimburse Arrowhead for (a) any reasonable Out-of-Pocket Costs incurred in providing such assistance and (b) Arrowhead's reasonable costs, at the FTE Rate, incurred in connection with its Personnel's participation in any such assistance activities, including working group meetings or any other one-on-one meetings with Personnel of Sarepta or its designee, in each case (a) and (b)), solely to the extent such Out-of-Pocket Costs and FTE Costs are set forth in a budget agreed to by the Parties in writing or through the JSC before Arrowhead undertakes the applicable assistance activities.

### 3.2.3. Transition of Category 2 Program and Category 3 Research & Development Activities.

- (a) For each Category 2 Program and each Category 3 Program, Arrowhead will provide to Sarepta, at Arrowhead's cost and expense, promptly following the applicable CTA Ready Package Acceptance Date for, respectively, such Category 2 Program and such Category 3 Program, any Arrowhead Know-How (excluding Arrowhead Manufacturing Know-How to be provided to Sarepta in accordance with Section 5.4 (Manufacturing Technology Transfer)) *not* previously disclosed to Sarepta either (i) pursuant to Section 2.4 (Initial Technology Transfer) or (ii) as part of, respectively, the Category 2 CTA Ready Package for such Category 2 Program or the Category 3 CTA Ready Package for such Category 3 Program (on a Program-by-Program basis, the date of completion of such supplemental technology transfer for such Program, the "**Supplemental Technology Transfer Date**"). For clarity, Arrowhead will not be required to create any documentation or data with respect to, as applicable, a Category 2 Program or Category 3 Program that does not already exist as of immediately prior to its applicable Supplemental Technology Transfer Date.
- (b) Upon Sarepta's reasonable request and for a period not to exceed [\*\*\*] days following the Supplemental Technology Transfer Date for, as applicable, a Category 2 Program or Category 3 Program, Arrowhead will provide such assistance, including making its Personnel reasonably available to Sarepta during normal business hours, as is reasonably necessary to support the transition of Development and Medical Affairs activities to Sarepta for such Category 2 Program or Category 3 Program. Sarepta will reimburse Arrowhead for (i) any reasonable Out-of-Pocket Costs incurred in providing such assistance and (ii) Arrowhead's reasonable costs, at the FTE Rate, incurred in connection with its Personnel's participation in any such assistance activities, including working group meetings or any other one-on-one meetings with Personnel of Sarepta or

its designee, in each case ((i) and (ii)), solely to the extent such Out-of-Pocket Costs and FTE Costs are set forth in a budget agreed to by the Parties in writing or through the JSC before Arrowhead undertakes the applicable assistance activities.

3.2.4. [\*\*\*]

### 3.3. Development Diligence Obligations.

#### 3.3.1. Arrowhead Development Diligence Obligations.

- (a) Subject to Section 3.4 (Arrowhead Development Costs Reimbursement), for each Category 1 Program, Arrowhead will use Commercially Reasonable Efforts to (i) conduct the Ongoing Development Trials and all Ongoing C1 Development Activities in accordance with the applicable Category 1 Development Plan (including the timelines set forth therein), as may be amended by the Parties through the JSC, and (ii) conduct any Additional R&D Activities in accordance with the applicable Additional R&D Plan approved by the JSC (including the timelines set forth therein), as may be amended by the Parties through the JSC.
- (b) For each Category 2 Program, Arrowhead will use Commercially Reasonable Efforts to (i) conduct the Category 2 Program Research Activities in accordance with the applicable Category 2 Development Plan (including the timelines set forth therein), as may be amended by the Parties through the JSC, and (ii) conduct any Additional R&D Activities in accordance with the applicable Additional R&D Plan approved by the JSC (including the timelines set forth therein), as may be amended by the Parties through the JSC.
- (c) For each Category 3 Program, Arrowhead will use Commercially Reasonable Efforts to (i) conduct the Category 3 Program Research Activities in accordance with the applicable Category 3 Development Plan (including the timelines set forth therein), as may be amended by the Parties through the JSC, and (ii) conduct any Additional R&D Activities in accordance with the applicable Additional R&D Plan approved by the JSC (including the timelines set forth therein), as may be amended by the Parties through the JSC. For clarity, and in relation to a specific Category 3 Program, the preceding sentence does not [\*\*\*].

#### 3.3.2. Sarepta Development Diligence Obligations.

- (a) On a Program-by-Program basis, upon (i) the date that the Parties complete all activities under the Transition Plan with respect to a Category 1 Program as set forth in Section 3.2.2(a) (Transition Plans) or (ii) the Supplemental Technology Transfer Date with respect to a Category 2 Program or Category 3 Program, in each case ((i) and (ii)), Sarepta, either itself or through its Affiliates or Sublicensees, will use Commercially Reasonable Efforts to Develop and seek Regulatory Approval for at least one Licensed Product that is the subject of the applicable Program in each of (i) the United States, (ii) any three Major European Markets, and (iii) Japan.
- (b) Upon (i) the date of Sarepta's assumption of Development responsibility for the DM1 Program pursuant to Section 3.1.1(a)(ii) (Arrowhead Category 1 Program Development Responsibility) and Section 3.1.1(b) (Sarepta Category 1 Development Step-In Right) or (ii) the initiation of a [\*\*\*] pursuant to Section 8.3.1(d) (DM1 First Development Milestone Event) or Section 8.3.1(e) (DM1 Second Development Milestone Event), and (in each case (i) and (ii)), without limitation of Sarepta's obligations under Section 3.3.2(a) (Sarepta Development Diligence Obligations) for the DM1 Program, Sarepta, either itself or through its Affiliates or Sublicensees, will use Commercially Reasonable Efforts (which, for

purposes of this Section 3.3.2(b) (Sarepta Development Diligence Obligations) will not take into consideration payments to Arrowhead under this Agreement) to achieve the DM1 First Development Milestone Event and DM1 Second Development Milestone Event, depending on the stage of the DM1 Program to the extent such milestone events had not been achieved by Arrowhead.

#### 3.4. Arrowhead Development Costs Reimbursement.

- 3.4.1. In consideration for Arrowhead's performance of the Ongoing C1 Development Activities and, if any, the Additional R&D Activities for any Program in accordance with the applicable Additional R&D Plan, Sarepta will reimburse Arrowhead for the amount of all FTE Costs and, subject to Section 5.1.1 (Arrowhead Manufacturing Activities), all Out-of-Pocket Costs incurred by or on behalf of Arrowhead in the performance of such Ongoing C1 Development Activities and, if any, Additional R&D Activities: (a) from and after the Effective Date for each Program other than the DM1 Program and (b) solely after the date of occurrence of both the DM1 First Development Milestone Event and the DM1 Second Development Milestone Event for the DM1 Program (collectively, the "**Arrowhead Development Costs**"), in each case (a) and (b), to the extent such Arrowhead Development Costs do not exceed [\*\*\*] of the amounts set forth in the corresponding Category 1 Development Budget or Additional R&D Budget (as applicable) set forth in the corresponding Category 1 Development Plan or Additional R&D Plan (as applicable) (the "**Reimbursable Development Costs**"). Within [\*\*\*] days following the final day of each Calendar Quarter, Arrowhead will issue to Sarepta an invoice for the amount of the Reimbursable Development Costs for each applicable Program incurred by Arrowhead during such Calendar Quarter. Sarepta will reimburse Arrowhead for all undisputed amounts set forth in any such invoice within [\*\*\*] days after receipt thereof.
- 3.4.2. In addition to the amounts to be reimbursed by Sarepta for the DM1 Program pursuant to Section 3.4.1 (Arrowhead Development Costs Reimbursement), after the date on which the DM1 Second Development Milestone Event has been achieved, Arrowhead will have the right to issue to Sarepta an invoice for the amount of all FTE Costs and, subject to Section 5.1 (Arrowhead Manufacturing Activities), all Out-of-Pocket Costs incurred by or on behalf of Arrowhead in the performance of Ongoing C1 Development Activities during the period commencing on the Effective Date and continuing until the occurrence of the DM1 Second Development Milestone Event for the DM1 Program. Sarepta will reimburse Arrowhead for all undisputed amounts set forth in any such invoice within [\*\*\*] days after receipt thereof.

#### 3.5. Sarepta Program Costs.

- 3.5.1. **Costs for Category 1 Programs.** For each Category 1 Program, from and after the Effective Date, but without duplication of Section 3.4 (Arrowhead Development Cost Reimbursement), Sarepta will be responsible for 100% of all costs and expenses incurred by or on behalf of Sarepta for the Development of all Licensed C1 Compounds and Licensed C1 Products that are the subject of such Category 1 Program for the Territory.
- 3.5.2. **Costs for Category 2 Programs.** For each Category 2 Program, from and after the CTA Ready Package Acceptance Date for such Category 2 Program, Sarepta will be responsible for 100% of all costs and expenses incurred by or on behalf of Sarepta for the Development of all Licensed C2 Compounds and Licensed C2 Products that are the subject of such Category 2 Program for the Territory.
- 3.5.3. **Costs for Category 3 Programs.** For each Category 3 Program, from and after the CTA Ready Package Acceptance Date for such Category 3 Program, Sarepta will be responsible for 100% of all costs and expenses incurred by or on behalf of Sarepta for the Development of all Licensed C3 Compounds and Licensed C3 Products that are the subject of such Category 3 Program for the Territory.

### 3.6. Licensed Products Research and Development Reports.

#### 3.6.1. Arrowhead.

- (a) **Category 1 Program Transition.** During the period commencing on the Execution Date and continuing until the date on which the Parties complete all activities under all Transition Plans for the Category 1 Programs, on a [\*\*\*] basis, Arrowhead will keep Sarepta reasonably informed of the progress of activities with respect to each Category 1 Program by delivering to Sarepta a high-level update of the key Development and Manufacturing activities performed by Arrowhead or its Affiliates or Sublicensees during the preceding week with respect to the Category 1 Programs of the information specified in **Schedule 3.6.1(a)** (Form of Weekly Report), except for any such [\*\*\*] falling during an Arrowhead company holiday.
- (b) **Other Activities.** During the period commencing on the Effective Date and continuing until the dissolution of the JDC, Arrowhead will keep the JDC informed regarding the progress of the Ongoing C1 Development Activities, Additional R&D Activities, Category 2 Program Research Activities, and Category 3 Program Research Activities for all Licensed Compounds and Licensed Products by providing to the JDC reasonably in advance of each meeting of the JDC (or at a different frequency determined by the JDC) a report (i) summarizing results and describing progress made against timelines in all Development Plans or, if any, Additional R&D Plans, and any Ongoing C1 Development Activities, Additional R&D Activities, Category 2 Program Research Activities, and Category 3 Program Research Activities planned to be undertaken for the applicable corresponding Licensed Compounds and Licensed Products prior to the next meeting of the JDC, and (ii) for all Licensed Compounds and Licensed Products, a reasonable summary of results, information, and data generated from Ongoing Development Trials, Ongoing C1 Development Activities, Additional R&D Activities, Category 2 Program Research Activities, and Category 3 Program Research Activities, as are applicable, for such Licensed Compounds and Licensed Products (each such report, a "**Development Report**"); *provided, however*, that if the JDC meets more often than once per month, then Arrowhead will only be required to provide one Development Report to the JDC in such month. In addition, through the Parties' respective Alliance Managers, Arrowhead will promptly share with Sarepta all other material developments and material information that it comes to possess relating to the Research and Development of the Licensed Compounds and Licensed Products conducted by or on behalf of Arrowhead under the applicable Development Plan, including any additional information regarding the Development of the Licensed Products reasonably requested by Sarepta from time to time to the extent and in the form readily available to Arrowhead and able to be disclosed to Sarepta, *provided, however*, that Arrowhead will not be required to provide any Arrowhead Excluded Know-How.

- 3.6.2. **Sarepta.** On a Program-by-Program basis, following the assumption of all Development activities for such Program by Sarepta in accordance with Section 3.2.1 (Sarepta Development and Medical Affairs Responsibility), and until the receipt of Regulatory Approval for the first Licensed Product that is the subject of such Program in the United States or any of the Major European Markets, Sarepta will provide Arrowhead with a reasonably detailed report (which may be in the form of slides) on a semi-annual basis, on or prior to February 15th and August 15th of each Calendar Year, summarizing the material Development activities conducted by Sarepta and its Affiliates and their respective Sublicensees with respect to the Licensed Compounds and the Licensed Products that are the subject of such Program, including (a) material developments with respect to such Licensed Compounds and Licensed Products, including the anticipated timing of achievement of the milestone events set forth in Section 8.3 (Milestone

Payments), and (b) any Regulatory Approvals received for such Licensed Products in the Territory. All information in such reports will be deemed Sarepta's Confidential Information.

3.7. **Scientific Records.** Arrowhead (with respect to the Ongoing C1 Development Activities, any Additional R&D Activities, the Category 2 Program Research Activities, and the Category 3 Program Research Activities for the applicable Programs) and Sarepta (with respect to all other Development activities hereunder, including any Assumed C1 Program Development Activities, for all Programs) will maintain scientific records in sufficient detail and in good scientific manner appropriate for patent and regulatory purposes, and, to the extent applicable, in compliance with GLP, GMP, and GCP with respect to activities intended to be submitted in regulatory filings (including INDs), all of which records will fully and accurately reflect all work done and results achieved in the performance of the Development activities and Clinical Trials by or on behalf of such Party with respect to Licensed Products under this Agreement.

#### 4. REGULATORY MATTERS

##### 4.1. Regulatory Responsibilities.

###### 4.1.1. Arrowhead Regulatory Responsibilities.

- (a) **Category 1 Programs.** With respect to each Category 1 Program, prior to the CTA Transfer Date for such Category 1 Program, except as otherwise set forth in [\*\*\*], (i) Arrowhead will be the Regulatory Lead for all regulatory matters in the Territory relating to such Category 1 Program, will own and maintain all INDs, MAAs, Regulatory Approvals, other Regulatory Submissions, and related regulatory documents in the Territory with respect to the Licensed Compounds and Licensed Products that are the subject of such Category 1 Program (in each case, as applicable), and will be responsible, and act as the point of contact, for communications with all Regulatory Authorities in the Territory relating to Licensed C1 Products that are the subject of such Category 1 Program; and (ii) Arrowhead will be the Regulatory Lead for all meetings with applicable Regulatory Authorities in the Territory related to Licensed C1 Products that are the subject of such Category 1 Program. Subject to and without limitation of Arrowhead's rights under Section 3.1.1(c)(ii) (Material Trial Changes), Arrowhead will provide Sarepta with a copy of all proposed Regulatory Submissions to be filed with or submitted to any Regulatory Authority in connection with the Ongoing Clinical Trials for Sarepta's review and comment sufficiently in advance of Arrowhead's filing or submission thereof, and Arrowhead will incorporate any reasonable comments received from Sarepta into such Regulatory Submissions. To the extent permitted by the applicable Regulatory Authority and applicable Law, Sarepta will be permitted to attend and participate in any meeting between Arrowhead and a Regulatory Authority to the extent related to a Category 1 Program (and any material internal meeting of Arrowhead that is scheduled in advance, in preparation for such meeting with such Regulatory Authority), and Arrowhead will notify Sarepta within [\*\*\*] after Arrowhead receives notice of such meeting with such Regulatory Authority and will use reasonable efforts to notify Sarepta prior to any such material internal meeting or at least [\*\*\*] prior to any such meeting with such Regulatory Authority.
- (b) **Category 2 Programs and Category 3 Programs.** With respect to each Category 2 Program and Category 3 Program, at least [\*\*\*] days prior to the anticipated CTA Ready Package Acceptance Date for, respectively, the corresponding Category 2 Program and Category 3 Program, the JDC will meet to discuss the status of such Category 2 Program or Category 3 Program, including the results of all studies conducted in support thereof.

#### 4.1.2. Sarepta Regulatory Responsibilities.

- (a) [\*\*\*]
- (b) **Category 1 Programs, Category 2 Programs, and Category 3 Programs.** Except as otherwise set forth in [\*\*\*], with respect to (i) each Licensed C1 Product, from and after the CTA Transfer Date for the applicable Category 1 Program, and (ii) each Licensed C2 Product that is the subject of a given Category 2 Program and each Licensed C3 Product that is the subject of a given Category 3 Program, from and after the CTA Ready Package Acceptance Date for, respectively, the corresponding Category 2 Program and Category 3 Program, in each case ((i) and (ii)), (A) Sarepta (itself or through its Affiliate or Sublicensee) will be the Regulatory Lead for all regulatory matters in the Territory relating to such Licensed Products, will own and maintain all INDs, MAAs, Regulatory Approvals, other Regulatory Submissions, and related regulatory documents, in the Territory with respect to such Licensed Products (in each case, as applicable) and will be responsible, and act as the point of contact, for communications with all Regulatory Authorities in the Territory relating to such Licensed Product; (B) Sarepta will have sole control over, and decision-making authority with respect to, preparing, filing, and maintaining all INDs, MAAs, Regulatory Approvals, other Regulatory Submissions, and related regulatory documents, for such Licensed Product and, at Sarepta's cost and expense, Arrowhead will provide reasonable support for such INDs, MAAs, Regulatory Approvals, other Regulatory Submissions, and related regulatory documents, as requested by Sarepta; and (C) Sarepta will be the Regulatory Lead for all meetings with all applicable Regulatory Authorities in the Territory related to such Licensed Product.

#### 4.2. Assignment of Regulatory Submissions.

##### 4.2.1. Clinical Trial Regulatory Submissions.

- (a) **Clinical Trial Regulatory Submissions.** With respect to each Category 1 Program, (i) within [\*\*\*] days after the date on which Sarepta assumes responsibility and control of the applicable Ongoing Clinical Trial for the Licensed C1 Product that is the subject of such Category 1 Program as an Assumed C1 Program Development Activity or (ii) on such other date as the Parties may agree in writing, Arrowhead will transfer and assign to Sarepta all rights, title, sponsorship, and interests in and to the Clinical Trial Regulatory Submissions for all Licensed C1 Products that are the subject of such Category 1 Program. The date of such transfer, for the applicable Category 1 Program, will be the "**CTA Transfer Date.**" Prior to or on the CTA Transfer Date for each Category 1 Program, Arrowhead will, at Sarepta's request, as applicable, submit written notification to the applicable Regulatory Authorities informing them of the transfer from Arrowhead to Sarepta of the Clinical Trial Regulatory Submissions for all applicable Licensed C1 Products that are the subject of such Category 1 Program. Arrowhead will provide to Sarepta any other reasonable support that may be required to effect the change in sponsor for any Ongoing Clinical Trials as of the CTA Transfer Date.
- (b) **Other Assigned Regulatory Submissions.** Promptly after the applicable CTA Transfer Date for a given Category 1 Program, Arrowhead will transfer or otherwise make available to Sarepta copies (in electronic or other existing format) of any other Regulatory Submissions in the Territory Controlled by Arrowhead or its Affiliates as of the CTA Transfer Date and not already transferred to Sarepta pursuant to Section 4.2.1(a) (Clinical Trial Regulatory Submissions), to the extent such materials solely relate to Licensed C1 Products that are the subject of such Category 1 Program. Promptly after the completion of

all transition activities set forth in this Section 4.2.1(b) (Other Assigned Regulatory Submissions), Arrowhead will send a letter to each applicable Regulatory Authority to record and notify such Regulatory Authority of the transfer to Sarepta of such Regulatory Submissions for such applicable Licensed C1 Products that are the subject of such Category 1 Program.

- (c) **Clinical Trial Data.** In connection with the transfer of Regulatory Submissions provided for in this Section 4.2.1 (Clinical Trial Regulatory Submissions), Arrowhead will provide to Sarepta separate copies (in electronic or other existing format) of the study reports and underlying data (to the extent not previously provided to Sarepta) from the Ongoing C1 Development Activities and Additional R&D Activities.
- (d) **Arrowhead Assistance.** Upon Sarepta's reasonable request, on an Ongoing Clinical Trial-by-Ongoing Clinical Trial basis and for a period not to exceed [\*\*\*] months after the CTA Transfer Date for the Category 1 Program in which Licensed C1 Products are the subject of such Ongoing Clinical Trial, Arrowhead will provide any reasonably necessary support to Sarepta in connection with the corresponding transferred and assigned Clinical Trial Regulatory Submissions to enable Sarepta to prepare and file Regulatory Submissions to, and obtain Regulatory Approvals from, the applicable Regulatory Authorities in the Territory for such Licensed C1 Products, provided that such assistance will be limited to assistance that relates directly to activities that Arrowhead conducted prior to the Effective Date or in connection with such Ongoing Clinical Trial, including all Ongoing C1 Development Activities and Additional R&D Activities. Subject to the terms and conditions of this Agreement, within a reasonable time following Sarepta's request, Arrowhead will execute and deliver, or will cause to be executed and delivered, to Sarepta such endorsements, assignments, and other documents as may be reasonably necessary to assign, convey, transfer, and deliver to Sarepta all of Arrowhead's rights, title, and interests in and to the Assigned Regulatory Submissions. Sarepta will reimburse Arrowhead for (A) any reasonable Out-of-Pocket Costs incurred in providing such assistance and (B) Arrowhead's reasonable costs, at the FTE Rate, incurred in connection with its Personnel's participation in any such assistance activities, including working group meetings or any other one-on-one meetings with Personnel of Sarepta or its designee, in each case ((A) and (B)), solely to the extent such Out-of-Pocket Costs and FTE Costs are set forth in a budget agreed to by the Parties in writing or through the JSC before Arrowhead undertakes the applicable assistance activities.

**4.3. Costs of Regulatory Affairs.** Sarepta will be solely responsible for all costs and expenses incurred by or on behalf of Sarepta or its Affiliates associated with preparing, filing, obtaining, and maintaining Regulatory Approvals in the Territory for the Licensed Products.

**4.4. Pharmacovigilance Agreement.** As soon as reasonably practicable following the Effective Date but in no event later than [\*\*\*] days after the Effective Date, the Parties will use good faith efforts to negotiate and execute a pharmacovigilance agreement, on reasonable and customary terms that may provide for, among other things, (a) the establishment of a joint safety committee that will oversee each Party's activities under such pharmacovigilance agreement as a subcommittee of the JSC and (b) guidelines and responsibilities for (i) the receipt, investigation, recording, review, communication, reporting, and exchange between the Parties of Adverse Event reports and other safety information relating to the Licensed Compounds and Licensed Products, (ii) reconciliation procedures to ensure adequate and compliant exchange of safety data, (iii) contact with Regulatory Authorities with respect to the foregoing, and (iv) the maintenance of a global safety database with respect to the Licensed Compounds and Licensed Products, in each case ((i) – (iv)), in accordance with applicable Law (the "**Pharmacovigilance Agreement**"). The Pharmacovigilance Agreement will contain terms no less stringent than those required by ICH or other applicable guidelines in order to allow the Parties to meet the applicable regulatory and

legal requirements regarding the management of safety data. Pending entry into such Pharmacovigilance Agreement, the Parties will, if necessary, within [\*\*\*] days following the Effective Date implement an interim procedure for exchange of any and all information concerning all Adverse Events related to use of the Licensed Products. Without limiting the foregoing, Arrowhead will use reasonable efforts to promptly notify Sarepta of any patient safety issue that arise hereunder, and the Parties will promptly meet and discuss such patient safety issue, including any Material Trial Changes with respect thereto.

## 5. MANUFACTURING

### 5.1. Arrowhead Manufacturing Activities.

5.1.1. **Category 1 Programs.** For each Category 1 Program and the applicable Ongoing C1 Development Activities and Assumed C1 Program Development Activities, Arrowhead will be responsible for the Manufacture and supply of the clinical requirements of the applicable Category 1 Lead Compound that is the subject of such activities for the conduct of such activities until the later of (a) the date of Arrowhead's completion of the Ongoing C1 Development Activities and, if applicable, of any Additional R&D Activities for such Category 1 Program, (b) the date of Sarepta's completion of the Assumed C1 Program Development Activities for such Category 1 Program if Sarepta has exercised its right to assume such activities as set forth in Section 3.1.1(a) (Arrowhead Category 1 Development Responsibility), and (c) [\*\*\*]. The costs of such Manufacturing activities conducted by Arrowhead for such Category 1 Program will be borne by Arrowhead for so long as Arrowhead is sourcing such supply from inventory of the applicable Category 1 Lead Compound that was Manufactured prior to the Effective Date, and, after such supply has been exhausted, will be reimbursed by Sarepta as Arrowhead Development Costs in accordance with Section 3.4.1 (Arrowhead Development Costs Reimbursement) to the extent that such costs are not included in the Fully Burdened Costs and reimbursed by Sarepta pursuant to clause (a) of Section 5.2 (Arrowhead Supply Obligations).

5.1.2. **Category 2 Programs.** For each Category 2 Program and its Category 2 Program Research Activities, Arrowhead will be responsible for the Manufacture and supply of the clinical requirements of the applicable Licensed C2 Compounds that are the subject of such activities for the conduct of such activities until the CTA Ready Package Acceptance Date for such Category 2 Program. The costs of such Manufacturing activities conducted by Arrowhead will be borne by Arrowhead.

5.1.3. **Category 3 Programs.** For each Category 3 Program and its Category 3 Program Research Activities, Arrowhead will be responsible for the Manufacture and supply of the clinical requirements of the applicable Licensed C3 Compounds that are the subject of such activities for the conduct of such activities until the CTA Ready Package Acceptance Date for such Category 3 Program. The costs of such Manufacturing activities conducted by Arrowhead will be borne by Arrowhead.

5.2. **Arrowhead Supply Obligation.** Without limiting Sarepta's right to request and have completed a Manufacturing technology transfer pursuant to Section 5.4 (Manufacturing Technology Transfer), (a) after the completion of the Manufacturing activities described in Section 5.1 (Arrowhead Manufacturing Activities) for a Program, Arrowhead will Manufacture and supply to Sarepta and its Affiliates and Sublicensees all clinical requirements necessary for Development of any of the Licensed Compounds and Licensed Products that are the subject of such Program in the Territory at [\*\*\*], and (b) (i) with respect to the Category 1 Programs, Arrowhead will Manufacture and supply to Sarepta and its Affiliates and Sublicensees all commercial requirements necessary for Commercialization of any of the Licensed C1 Products in the Territory at [\*\*\*]; and (ii) with respect to the Category 2 Programs and Category 3 Programs, Sarepta will discuss with Arrowhead having Arrowhead Manufacture and supply to Sarepta and its Affiliates and Sublicensees any or all commercial requirements necessary for Commercialization of any of the Licensed C2 Products or Licensed C3 Products in the Territory at [\*\*\*], in each case ((a) and (b)), of (A) the active pharmaceutical ingredient or drug substance

for such Licensed Product (“**Drug Substance**”) and (B) if further requested by Sarepta, the drug product form of such Licensed Product (“**Drug Product**”). Within (1) with respect to clinical supply for the Category 1 Programs and Category 2 Programs, [\*\*\*] days after the Effective Date, (2) with respect to commercial supply for a Category 1 Program, a reasonable time in advance of the anticipated date of receipt of the first Regulatory Approval for the first Licensed C1 Product that is the subject of such Category 1 Program, or (3) with respect to commercial supply for a Category 2 Program or Category 3 Program or clinical supply for a Category 3 Program, a reasonable time after the Parties agree that Arrowhead will Manufacture and supply for such Category 2 Program or Category 3 Program, in each case ((1)-(3)), the Parties will negotiate in good faith and, upon agreement thereof, execute a clinical supply agreement or a commercial supply agreement, as applicable, on reasonable and customary terms for such agreements, and a related quality agreement. If the Parties, acting in good faith, are unable to agree on any such supply agreement or quality agreement within [\*\*\*] days following the date of Sarepta’s written notice (as may be extended by agreement of the Parties), then either Party may refer such matter dispute to be resolved in accordance with Section 15.3 (Expedited Arbitration). As will be agreed by the Parties upon Sarepta’s request, and further described in the applicable supply agreement, Arrowhead will [\*\*\*]. In addition, in the applicable supply agreements, Arrowhead will agree that [\*\*\*]. For clarity, whether Arrowhead engages in clinical or commercial Manufacture and supply pursuant to this Section 5.2 (Arrowhead Supply Obligation), Sarepta will be solely responsible, itself or through an Affiliate or a CMO, for final packaging and labelling of the Drug Product for each of the Licensed Products for the Territory.

### 5.3. Remaining Inventory.

5.3.1. **Licensed C1 Compounds.** For each Category 1 Program, upon the earlier of (a) the later of the date of Arrowhead’s completion of the Ongoing C1 Development Activities and, if applicable, of any Additional R&D Activities for such Category 1 Program, and (b) the date of Sarepta’s assumption of the Assumed C1 Program Development Activities for such Category 1 Program, Arrowhead will promptly deliver to Sarepta, upon the written request of Sarepta, any and all remaining inventory of the Licensed C1 Compound of such Category 1 Program that is in Arrowhead’s possession as of such date: [\*\*\*].

5.3.2. **Licensed C2 Compounds and Licensed C3 Compounds.** For each Category 2 Program and Category 3 Program, upon the CTA Ready Package Acceptance Date for, respectively, the corresponding Category 2 Program and Category 3 Program, Arrowhead will promptly deliver to Sarepta, upon the written request of Sarepta, any and all remaining inventory of the Licensed C2 Compounds or Licensed C3 Compounds of, respectively, the corresponding Category 2 Program and Category 3 Program that is in Arrowhead’s possession as of such date: [\*\*\*].

5.4. **Manufacturing Technology Transfer.** With respect to the Category 2 Programs and Category 3 Programs, at any time after the Effective Date, and, with respect to the Category 1 Programs, only if Arrowhead is unable or unwilling to Manufacture for Sarepta any Licensed C1 Compound or Licensed C1 Product, or Arrowhead is in material breach of, or there is a supply failure (as defined therein) under, the relevant clinical or commercial supply agreement with respect to such Licensed C1 Compound or Licensed C1 Product, Sarepta may request in writing the transfer from Arrowhead or Arrowhead’s CMO to Sarepta or (a) any CMO set forth on **Schedule 5.4** (Approved Sarepta CMO) or (b) with Arrowhead’s prior written consent (not to be unreasonably withheld, conditioned or delayed) any other CMO designated by Sarepta (the CMOs set forth on **Schedule 5.4** (Approved Sarepta CMO) and any such other Arrowhead approved CMOs, each, an “**Approved Sarepta CMO**”), copies or samples of all Arrowhead Know-How that is necessary or reasonably useful to enable the Manufacture of the Licensed Compounds and Licensed Products (the “**Arrowhead Manufacturing Know-How**”). Promptly following any such written request by Sarepta and within [\*\*\*] days after such written request, the JMC will prepare, and submit to the JSC to review, discuss, and determine whether to approve, a written Manufacturing technology transfer plan that provides for (i) Arrowhead or Arrowhead’s Third Party CMO transferring copies of relevant documentation, samples of Drug Substance, and copies of other embodiments of such Arrowhead Manufacturing Know-How (including data within reports,

notebooks, and electronic files), and (ii) Arrowhead making available its technical Personnel on a reasonable basis and as more specifically specified therein to consult with Sarepta with respect to such transferred Arrowhead Manufacturing Know-How (such plan, the "**Manufacturing Technology Transfer Plan**"). The Manufacturing Technology Transfer Plan will include a budget of the Out-of-Pocket Costs (including any amounts that Arrowhead will pay to its Subcontractors, including CMOs) to be incurred by Arrowhead in the performance of the activities set forth in the Manufacturing Technology Transfer Plan (the "**Manufacturing Technology Transfer Budget**"). Pursuant to the timelines set forth in the Manufacturing Technology Transfer Plan that is agreed to by the Parties, and in any event no later than [\*\*\*] days thereafter, Arrowhead will work with Sarepta to complete the transfer of the Arrowhead Manufacturing Know-How and other activities set forth in the Manufacturing Technology Transfer Plan on the timelines and in accordance with the budget set forth therein. Sarepta will reimburse Arrowhead for its Out-of-Pocket Costs, but for clarity not its FTE Costs, incurred in completing such transfer in accordance with the Manufacturing Technology Transfer Plan in accordance with the Manufacturing Technology Transfer Budget. Any additional assistance to be provided by Arrowhead in connection with Arrowhead Know-How that has been transferred pursuant to a completed Manufacturing Technology Transfer Plan may be requested by Sarepta and provided by Arrowhead pursuant to a separate written agreement between the Parties providing for reasonable compensation to be paid to Arrowhead for providing such additional assistance.

## 6. COMMERCIALIZATION

### 6.1. Commercialization of the Licensed Products.

6.1.1. **Commercialization Diligence Obligations.** On a Program-by-Program basis, following receipt by Sarepta or its Affiliates or Sublicensees of Marketing Approval for a Licensed Product that is the subject of a given Program in the applicable country, Sarepta, either itself or through its Affiliates or Sublicensees, will use Commercially Reasonable Efforts to Commercialize at least one Licensed Product that is the subject of such Program in each of: (a) the United States, (b) any three Major European Markets, and (c) Japan.

6.1.2. **Commercialization Responsibility.** As between the Parties, Sarepta will lead and have sole control over and decision-making authority with respect to all Commercialization activities for the Licensed Products in the Territory, at its sole cost and expense.

6.2. **Reporting Obligations.** Sarepta will report to Arrowhead in writing, on an annual basis in the first Calendar Quarter of each Calendar Year, beginning with the Calendar Year following receipt of the first Regulatory Approval of each Licensed Product (for the period ending December 31 of the prior Calendar Year), summarizing in reasonable detail Sarepta's and its Affiliates' and its and their Sublicensees' Commercialization activities for such Licensed Product performed to date (or updating such report for activities performed since the last such report was given hereunder, as applicable). In addition, Sarepta will provide Arrowhead with written notice of the First Commercial Sale of each Licensed Product in the Territory as soon as reasonably practicable after such event; *provided* that Sarepta will inform Arrowhead of such event prior to public disclosure of such event by Sarepta or its Affiliates or its and their Sublicensees. All information in such reports will be deemed Sarepta's Confidential Information.

6.3. **Recalls, Market Withdrawals, or Corrective Actions.** Each Party will use reasonable efforts to notify the other Party promptly, but in no event later than five Business Days, following its determination that any event, incident, or circumstance has occurred that may result in the need for a recall, market suspension, or market withdrawal of a Licensed Product in the Territory and will include in such notice the reasoning behind such determination. Sarepta will have the sole right to make the final determination as to whether to voluntarily implement any such recall, market suspension, or market withdrawal in the Territory; *provided* that prior to the implementation of such a recall, market suspension, or market withdrawal, to the extent practical, Sarepta will consult with Arrowhead and will consider Arrowhead's comments in good faith. Except as otherwise set forth in the applicable supply agreement and its corresponding quality

agreement, for all recalls, market suspensions, or market withdrawals undertaken pursuant to this Section 6.3 (Recalls, Market Withdrawals, or Corrective Actions) after the applicable CTA Transfer Date for the applicable Licensed Product. Sarepta will be solely responsible for the execution thereof, and, at Sarepta's cost and expense, Arrowhead will reasonably cooperate in all such efforts, unless, such recall, market suspension, or market withdrawal was the result of Arrowhead's failure to supply the applicable Licensed Product to Sarepta in accordance with the specifications set forth for such product under the applicable supply agreement (including manufacture of such Licensed Product in accordance with GMP), in which case, Arrowhead will be responsible for all costs and expenses incurred to conduct such recall, market suspension, or market withdrawal (including provision reasonable cooperation to Sarepta in connection therewith).

## 7. GOVERNANCE

**7.1. Alliance Managers.** Promptly following the Effective Date, each Party will designate an individual to facilitate communication and coordination of the Parties' activities under this Agreement relating to the Development and Manufacture of Licensed Compounds and Licensed Products (each, an "**Alliance Manager**"). For clarity, an Alliance Manager will not be a representative of its respective Party on any committee, and will have no voting right on any committee, unless otherwise agreed in writing by the Parties.

## 7.2. Joint Steering Committee.

**7.2.1. Formation; Composition; Dissolution.** Within [\*\*\*] days after the Effective Date, the Parties will establish a committee (the "**Joint Steering Committee**" or "**JSC**") to provide strategic oversight of the Parties' activities under this Agreement. Each Party will initially appoint [\*\*\*] representatives to the JSC, with each representative having knowledge and expertise in the Development and Manufacture of compounds and products similar to the Licensed Compounds and Licensed Products and having sufficient decision-making authority and seniority within the applicable Party to provide meaningful input and make decisions arising within the scope of the JSC's responsibility. The JSC may change its size from time to time by agreement of the Parties, *provided* that the JSC will consist at all times of an equal number of representatives of each of Arrowhead and Sarepta. Each Party may replace its JSC representatives at any time upon written notice to the other Party. The JSC will be chaired by a chairperson designated by Sarepta. The JSC chairperson may invite non-members to participate in the discussions and meetings of the JSC, if necessary, provided that such participants have no voting authority at the meetings of the JSC and are bound under enforceable obligations of confidentiality and non-use no less protective of the Parties' Confidential Information than those set forth in this Agreement. The JSC chairperson's responsibilities will include conducting meetings, including, when feasible, ensuring that objectives for each meeting are set and achieved. The JSC will dissolve upon the dissolution of the JDC, the JMC, and any other subcommittees.

**7.2.2. Specific Responsibilities of the JSC.** The JSC will have the following responsibilities:

- (a) reviewing, discussing, and determining whether to approve the Technology Transfer Plan as set forth in Section 2.4 (Initial Technology Transfer);
- (b) discussing and determining whether Sarepta may assume responsibility and control of the Ongoing Development Trials and associated Ongoing C1 Development Activities as set forth in Section 3.1.1(a) (Arrowhead Category 1 Program Development Responsibility);
- (c) reviewing, discussing, and determining whether to approve a Category 1 Development Plan and any updates thereto as set forth in Section 3.1.1(c)(i) (Category 1 Development Plans);

- (d) reviewing, discussing, and determining whether to implement any Material Trial Change [\*\*\*], other than (i) an Urgent Material Trial Change as set forth in Section 3.1.1(c)(ii) (Material Trial Changes) or (ii) a Material Trial Change described in clause (B) of Section 3.1.1(c)(ii) (Material Trial Changes);
- (e) reviewing, discussing, and determining whether to approve a Category 2 Development Plan and any updates thereto as set forth in Section 3.1.2(b) (Category 2 Development Plans);
- (f) reviewing, discussing, and determining whether to approve a Category 3 Development Plan and any updates thereto as set forth in Section 3.1.3(d) (Category 3 Development Plans);
- (g) resolving any dispute between the Parties as to whether a Category 2 CTA Ready Package is missing Category 2 CTA Ready Data as set forth in Section 3.1.2(c) (Sarepta Category 2 CTA Ready Package Acceptance);
- (h) resolving any dispute between the Parties as to the achievement of the [\*\*\*] with respect to any Category 3 Program as set forth in Section 3.1.3(c) (Arrowhead Category 3 Development Responsibility);
- (i) resolving any dispute between the Parties as to whether [\*\*\*] as set forth in Section 8.3.1(g) ([\*\*\*]);
- (j) resolving any dispute between the Parties as to whether a Category 3 CTA Ready Package is missing Category 3 CTA Ready Data as set forth in Section 3.1.3(e) (Sarepta Category 3 CTA Ready Package Acceptance);
- (k) reviewing, discussing, and determining whether to approve an Additional R&D Plan and any updates thereto as set forth in Section 3.1.4 (Additional R&D Responsibilities);
- (l) reviewing, discussing, and determining whether to approve a Transition Plan and any updates thereto as set forth in Section 3.2.2(a)(i)(Transition Plans) and Section 3.2.2(a)(ii) (Transition Plans);
- (m) reviewing, discussing, and determining whether to approve a budget of costs and expenses to be incurred by Arrowhead in connection with (i) transition assistance as set forth in Section 3.2.2(b) (Transition Assistance) or (ii) assistance with Sarepta's preparation and filing of Clinical Trial Regulatory Submissions as set forth in Section 4.2.1(d) (Arrowhead Assistance);
- (n) reviewing, discussing, and determining whether to approve the Manufacturing Technology Transfer Plan or any updates thereto as set forth in Section 5.4 (Manufacturing Technology Transfer);
- (o) reviewing, discussing, and determining whether to approve a Sarepta Research Plan and any updates thereto as set forth in Section 3.2.4 (Sarepta Research Activities);
- (p) discussing and determining whether to approve [\*\*\*];
- (q) reviewing, discussing, and determining whether to approve [\*\*\*];
- (r) reviewing, discussing, and determining whether to approve a [\*\*\*];

- (s) reviewing, discussing, and determining how to resolve any issue escalated by, or disputes within, a JDC, the JCC, or the JMC;
- (t) establishing such additional committees or subcommittees of the JSC as it deems necessary to oversee activities relating to the Licensed Compounds and Licensed Products under this Agreement, including the joint safety committee as described in Section 4.4 (Pharmacovigilance Agreement); and
- (u) performing such other functions expressly allocated to the JSC in this Agreement or by the written agreement of the Parties.

7.2.3. **Meetings.** The JSC will meet at least once every Calendar Quarter, unless the Parties agree in writing to a different frequency. The JSC may meet in person, by videoconference, or by teleconference, but at least one meeting of the JSC per Calendar Year will be in person unless the Parties otherwise agree in writing. In-person JSC meetings will be held at locations alternately selected by Arrowhead and by Sarepta, or at any other location agreed by the members of the JSC. The first JSC meeting will be held within [\*\*\*] Business Days following the Effective Date. Meetings of the JSC will be effective only if a quorum is present, which quorum will require the presence of at least one representative from each Party. Each Party will bear the expense of its respective JSC members' participation in JSC meetings. No later than [\*\*\*] Business Days prior to any meeting of the JSC (or such shorter time period as the Parties may agree), the JSC chairperson will work with the Alliance Managers to prepare and circulate an agenda for such meeting. Additional topics may be included on such agenda prior to the meeting, and the Party or the committee proposing an item will provide materials to the JSC representatives no later than five Business Days prior to the JSC meeting to support discussion. The JSC chairperson may also call a special meeting of the JSC (by videoconference, teleconference, or in person) if the JSC chairperson reasonably believes that a significant matter must be addressed prior to the next scheduled meeting, in which event such JSC chairperson will work with the Alliance Managers to provide the members of the JSC, promptly after the decision is made to hold such special JSC meeting, with an agenda for the meeting and materials reasonably adequate to enable an informed decision. The Alliance Managers working with the JSC chairperson will be responsible for preparing reasonably detailed written minutes of JSC meetings that reflect all decisions made and action items identified at such meetings within [\*\*\*] Business Days after each JSC meeting, and endeavor to finalize such minutes within 30 days after each JSC meeting.

7.2.4. **Decision-Making.** The JSC endeavor to reach decisions by consensus, with each Party, through its representative members of the JSC, having one vote. Approvals of the JSC will require the unanimous agreement of the representatives. If the JSC cannot reach unanimous agreement on an issue that comes before the JSC within [\*\*\*] Business Days after the meeting at which such issue was raised and over which the JSC has oversight, then the Parties will refer such issue for resolution in accordance with Section 7.5 (Resolution of Committee Disputes).

### 7.3. Joint Development Committees.

7.3.1. **Formation; Composition; Dissolution.** Within [\*\*\*] days after the Effective Date, the Parties will establish (a) a committee to coordinate the research and pre-clinical Development of the Licensed Compounds and Licensed Products in the Territory, and (b) a committee to coordinate the clinical Development of the Licensed Compounds and Licensed Products in the Territory (each, a "Joint Development Committee" or "JDC"). Each Party will initially appoint [\*\*\*] representatives to each JDC, with each representative having knowledge and expertise in the Development of compounds and products similar to, as applicable, the applicable Licensed Compounds and Licensed Products, and having sufficient seniority and decision-making authority within the applicable Party to provide meaningful input and make decisions arising within the scope

of such JDC's responsibilities. Each Party's JDC representatives may serve on one or more JDCs. Each JDC may change its size from time to time by agreement of the Parties, *provided* that each JDC will consist at all times of an equal number of representatives of each of Arrowhead and Sarepta. Each Party may replace its JDC representatives at any time upon written notice to the other Party. Each JDC may invite non-members to participate in the discussions and meetings of such JDC, *provided* that such participants have no voting authority at the meetings of such JDC and are bound under enforceable obligations of confidentiality and non-use no less protective of the Parties' Confidential Information than those set forth in this Agreement. Each JDC will be chaired by a chairperson designated by Sarepta whose responsibilities will include conducting meetings, including, when feasible, ensuring that objectives for each meeting are set and achieved. The respective applicable JDC will exist for so long as at least one Licensed Compound or Licensed Product is being Developed under this Agreement.

7.3.2. **Specific Responsibilities of the JDCs.** The respective applicable JDC will have the following responsibilities:

- (a) preparing the Technology Transfer Plan for discussion, review, and approval by the JSC as set forth in Section 2.4 (Initial Technology Transfer);
- (b) preparing a Category 1 Development Plan and any updates thereto, in each case, for discussion, review, and approval by the JSC as set forth in Section 3.1.1(c)(i) (Category 1 Development Plans);
- (c) reviewing and discussing all material information relevant to a proposed Material Trial Change as set forth in Section 3.1.1(c)(ii) (Material Trial Changes);
- (d) preparing a Category 2 Development Plan and any updates thereto, in each case, for discussion, review, and approval by the JSC as set forth in Section 3.1.2(b) (Category 2 Development Plans);
- (e) preparing a Category 3 Development Plan and any updates thereto, in each case, for discussion, review, and approval by the JSC as set forth in Section 3.1.3(d) (Category 3 Development Plans);
- (f) preparing an Additional R&D Plan and any updates thereto, in each case, for discussion, review, and approval by the JSC as set forth in Section 3.1.4 (Additional R&D Responsibilities);
- (g) preparing a Transition Plan and any updates thereto, in each case, for discussion, review, and approval by the JSC as set forth in Section 3.2.2(a)(i) (Transition Plans) and Section 3.2.2(a)(ii) (Transition Plans);
- (h) overseeing the transition of Development activities for each Category 1 Program in accordance with its applicable Transition Plan as set forth in Section 3.2.2(a)(iii) (Transition Plans);
- (i) preparing [\*\*\*];
- (j) determining whether to reduce the frequency of Arrowhead's reports summarizing Arrowhead's Development activities under this Agreement as set forth in Section 3.6.1(b) (Arrowhead);
- (k) preparing [\*\*\*];
- (l) preparing a [\*\*\*]; and

(m) performing such other functions expressly allocated to the JDC in this Agreement or by the written agreement of the Parties.

- 7.3.3. **Meetings.** Each JDC will meet at least once every [\*\*\*], unless the Parties agree in writing to a different frequency. Each JDC may meet in person, by videoconference, or by teleconference, but that at least one meeting of each JDC per Calendar Year will be in person unless the Parties otherwise agree in writing. In-person JDC meetings will be held at locations alternately selected by Arrowhead and by Sarepta, or at any other location agreed by the members of the respective applicable JDC. Meetings of each JDC will be effective only if a quorum is present, which quorum will require the presence of at least one representative of each Party. Each Party will bear the expense of its respective JDC members' participation in JDC meetings. No later than [\*\*\*] days prior to the first meeting of the respective applicable JDC in the 2024 stub-Calendar Year and in each Calendar Year thereafter while such JDC exists, the chairperson for such JDC will prepare a communication plan setting forth a schedule of the dates of each meeting of such JDC for that Calendar Year (a "**JDC Communication Plan**"). No later than [\*\*\*] Business Days prior to any meeting of the respective applicable JDC (or such shorter time period as the Parties may agree), the chairperson of such JDC will work with the Alliance Managers to prepare and circulate an agenda for such meeting. Additional topics may be included on such agenda prior to such meeting, and the Party proposing an item will provide detailed materials to the representatives of such JDC no later than [\*\*\*] Business Days prior to the JDC meeting to support discussion. A JDC chairperson may also call a special meeting of its JDC (by videoconference, teleconference, or in person) if such JDC chairperson reasonably believes that a significant matter must be addressed prior to the next scheduled meeting, in which event such JDC chairperson will work with the Alliance Managers to provide the members of such JDC, promptly after the decision is made to hold such special JDC meeting, with an agenda for the meeting and materials reasonably adequate to enable an informed decision. The Alliance Managers and the chairperson of the applicable JDC will be responsible for preparing reasonably detailed written minutes of meetings of such JDC that reflect all decisions made and action items identified at such meetings within [\*\*\*] Business Days after each meeting of such JDC, and endeavor to finalize such minutes within 30 days after each meeting of such JDC.
- 7.3.4. **Decision-Making.** The JDCs will endeavor to reach decisions by consensus, with each Party, through its representative members of the JSC, having one vote. Approvals of each respective applicable JDC matter will require the unanimous agreement of the representatives of the applicable JDC. If a JDC cannot reach unanimous agreement on a matter issue that comes before it within 10 Business Days following the meeting at which such issue was raised and over which such JDC has oversight, then the Parties will refer such issue for resolution to the JSC pursuant to Section 7.5.1 (Referral to the JSC).

#### 7.4. **Joint Manufacturing Committee.**

- 7.4.1. **Formation; Composition; Dissolution.** Within [\*\*\*] Business Days after the Effective Date, the Parties will establish a committee to coordinate and oversee Manufacturing activities in connection with the Development of the Licensed Compounds and Licensed Products for the Territory (each, a "**Joint Manufacturing Committee**" or "**JMC**"). Each Party will initially appoint [\*\*\*] representatives to the JMC, with each representative having knowledge and expertise in the performance of Manufacturing activities with respect to compounds and products similar to the applicable Licensed Compounds and Licensed Products, and having sufficient seniority and decision-making authority within the applicable Party to provide meaningful input and make decisions arising within the scope of such JMC's responsibilities. The JMC may change its size from time to time by agreement of the Parties, *provided* that the JMC will consist at all times of an equal number of representatives of each of Arrowhead and Sarepta. Each Party may replace its JMC representatives at any time upon written notice to the other Party. The JMC may invite non-members to participate in the discussions and meetings of the JMC, *provided* that such participants have no voting authority at the meetings of the JMC and are bound

under enforceable obligations of confidentiality and non-use no less protective of the Parties' Confidential Information than those set forth in this Agreement. The JMC will be chaired by co-chairpersons designated by Arrowhead and Sarepta, respectively, whose responsibilities will include conducting meetings, including, when feasible, ensuring that objectives for each meeting are set and achieved. The JMC will exist for so long as there are Manufacturing activities being conducted or planned to be conducted for at least one Licensed Compound or Licensed Product under this Agreement.

- 7.4.2. **Specific Responsibilities of the JMC.** Subject to any limitations under applicable Law, the JMC will have the following responsibilities:
- (a) discuss Manufacturing activities to be performed by or on behalf of Arrowhead under any applicable clinical supply agreement or commercial supply agreement;
  - (b) preparing the Manufacturing Technology Transfer Plan and any updates thereto, in each case, for discussion, review, and approval by the JSC as set forth in Section 5.4 (Manufacturing Technology Transfer);
  - (c) overseeing the transfer of the Arrowhead Manufacturing Know-How and other activities set forth in the Manufacturing Technology Transfer Plan as set forth in Section 5.4 (Manufacturing Technology Transfer); and
  - (d) performing such other functions expressly allocated to the JMC in this Agreement or by the written agreement of the Parties.
- 7.4.3. **Meetings.** The JMC will meet at least once every [\*\*\*], unless the Parties agree in writing to a different frequency, and otherwise as agreed by the Parties with respect to Manufacturing activities-specific matters. The JMC may meet in person, by videoconference, or by teleconference, but at least one meeting of the JMC per Calendar Year will be in person unless the Parties otherwise agree in writing. In-person JMC meetings will be held at locations alternately selected by Arrowhead and by Sarepta, or at any other location agreed by the members of the JMC. Meetings of the JMC will be effective only if a quorum is present, which quorum will require the presence of at least one representative of each Party. Each Party will bear the expense of its respective JMC members' participation in JMC meetings. No later than [\*\*\*] days prior to the first meeting of the JMC in the 2024 stub-Calendar Year and in each Calendar Year thereafter while the JMC exists, the co-chairpersons for the JMC will prepare a communication plan setting forth a schedule of the dates of each meeting for the JMC for that Calendar Year (a "**JMC Communication Plan**"). No later than [\*\*\*] Business Days prior to any meeting of the JMC (or such shorter time period as the Parties may agree), the co-chairpersons of the JMC will work with the Alliance Managers to prepare and circulate an agenda for such meeting. Additional topics may be included on such agenda, prior to the meeting, and the Party proposing an item will provide materials to the representatives of the JMC no later than [\*\*\*] Business Days prior to the JMC meeting to support discussion. A JMC co-chairperson may also call a special meeting of the JMC (by videoconference, teleconference, or in person) if such JMC co-chairperson reasonably believes that a significant matter must be addressed prior to the next scheduled meeting, in which event such JMC co-chairperson will work with the Alliance Managers to provide the members of the JMC, promptly after the decision is made to hold such special JMC meeting, with an agenda for the meeting and materials reasonably adequate to enable an informed decision. The Alliance Managers and the co-chairperson of the JMC will be responsible for preparing reasonably detailed written minutes of meetings of the JMC that reflect all decisions made and action items identified at such meetings within [\*\*\*] Business Days after such meeting of the JMC, and endeavor to finalize such minutes within [\*\*\*] days after each meeting of the JMC.
- 7.4.4. **Decision-Making.** The JMC will endeavor to reach decisions by consensus, with each Party, through its representative members of the JMC, having one vote. Approvals of

each respective applicable JMC matter will require the unanimous agreement of the representatives of the JMC. If the JMC cannot reach unanimous agreement on a matter that comes before it within [\*\*\*] Business Days following the meeting at which such issue was raised and over which such JMC has oversight, then the Parties will refer such issue for resolution to the JSC pursuant to Section 7.5.1 (Referral to the JSC).

## 7.5. Resolution of Committee Disputes.

- 7.5.1. **Referral to the JSC.** If any subcommittee or working group of a JDC or the JMC or any additional committees or subcommittees formed by the JSC cannot reach consensus on any matter within its decision-making authority within [\*\*\*] Business Days after the meeting at which such failure to reach consensus occurred, then such matter will first be referred for attempted resolution to the applicable committee. If a JDC, the JMC, or any other committee or subcommittee of the JSC cannot reach consensus on any matter within its decision-making authority within [\*\*\*] Business Days after the meeting at which such failure to reach consensus occurred, then the matter will be referred for attempted resolution to the JSC.
- 7.5.2. **Referral to Executive Officers.** If the JSC cannot reach a consensus decision under Section 7.5.1 (Referral to the JSC), then the matter will be referred to the Executive Officers within [\*\*\*] Business Days after its determination under Section 7.5.1 (Referral to the JSC) that a consensus cannot be reached. If a matter is referred to the Executive Officers under this Section 7.5.2 (Referral to Executive Officers), then the JSC will submit in writing to their respective Executive Officers the respective positions of the Parties. Such Executive Officers will use good faith efforts to resolve such matter promptly, which good faith efforts will include at least one meeting between such Executive Officers within five Business Days after such chairperson's submission of their respective positions on such matter to them.
- 7.5.3. **Final Decision-Making Authority.** If the Executive Officers are unable to reach unanimous agreement on any such matter within [\*\*\*] Business Days after the meeting between the Executive Officers, then, subject to Section 7.5.4 (Exercise of Decision-Making Authority), the following will apply:
- (a) if the escalated matter relates to a dispute over (i) whether the [\*\*\*] have been met with respect to a Category 3 Program, or (ii) [\*\*\*], then, in each case ((i) and (ii)):
    - (i) each Party will appoint an independent Third Party expert having at least 15 years of pharmaceutical and biotechnology industry experience and such Third Party experts will appoint a third independent Third Party expert (the "**Third Party Experts**") to resolve such matter;
    - (ii) each Party will be entitled, within [\*\*\*] Business Days after the appointment of the final Third Party Expert, to make a written submission to the Third Party Experts explaining the basis for such Party's position;
    - (iii) the Third Party Experts will render a decision on such matter within [\*\*\*] Business Days after such Third Party Experts' receipt of the last such written submission by the Parties, which decision will be final and binding on the Parties; and
    - (iv) each Party will be responsible for its own costs and expenses; *provided, however*, that the fees of the Third Party Experts will be borne by the Party against which the Third Party Experts decide;

- (b) if the escalated matter relates to approval of (i) [\*\*\*], (ii) [\*\*\*], (iii) [\*\*\*], or (iv) [\*\*\*], then neither Party will have final decision-making authority with respect to such matter [\*\*\*];
- (c) if the escalated matter relates to [\*\*\*], then [\*\*\*] neither Party will have final decision-making authority with respect to such matter and the Parties will continue operating under the *status quo* prior to such dispute [\*\*\*];
- (d) if the escalated matter relates to [\*\*\*], then Arrowhead will have final decision-making authority with respect to such matter; and
- (e) if the escalated matter relates to [\*\*\*], then [\*\*\*] Sarepta will have final decision-making authority with respect to such matter.

7.5.4. **Exercise of Decision-Making Authority.** No exercise of a Party's decision-making authority on any matters may, without the other Party's prior written consent, (a) unilaterally waive its own compliance with, modify, or amend the terms or conditions of this Agreement; (b) otherwise conflict with this Agreement; (c) approve any amendment to a Development Plan, Additional R&D Plan, Transition Plan, the Manufacturing Technology Transfer Plan, or the Technology Transfer Plan, in each case, that would [\*\*\*]; (d) approve any initial Development Plan for a Category 1 Program or Category 2 Program that would [\*\*\*]; (e) approve any amendment to a Development Plan, Additional R&D Plan, Transition Plan, the Manufacturing Technology Transfer Plan, or the Technology Transfer Plan, in each case, that would [\*\*\*]; or (f) result in a material change of the day-to-day use or operational allocation of such Person's personnel, equipment, and resources.

7.6. **General Committee Authority.** Each committee has solely the powers expressly assigned to it in this Article 7 (Governance). No committee will have any power to amend, modify, or waive the terms or conditions of this Agreement or compliance with the terms and conditions of this Agreement.

## 8. PAYMENTS

8.1. **Upfront Payment.** In consideration of the licenses and other rights granted to Sarepta hereunder, within [\*\*\*] days following the Effective Date, Sarepta will make a non-refundable and non-creditable upfront payment to Arrowhead of \$500,000,000 via wire transfer of immediately available funds to a U.S. bank account that has been designated by Arrowhead prior to the Effective Date (the "**Upfront Payment**").

8.2. **Annual Fees.** In consideration of the licenses and other rights granted to Sarepta hereunder, during the Term, upon each of the first five anniversaries of the Effective Date, Sarepta will make a non-refundable and non-creditable payment to Arrowhead of \$50,000,000 via wire transfer of immediately available funds to a U.S. bank account that has been designated by Arrowhead prior to the date of such payment (the "**Annual Fees**"); *provided, however*, that no Annual Fee will be payable by Sarepta from and after the date on which (a) Sarepta has delivered to Arrowhead a written notice of termination pursuant to Section 13.5.1 (Material Breach or Cure Period); *provided* that if this Agreement is not actually terminated by Sarepta following delivery of such notice of termination for material breach (whether because Arrowhead cures such material breach during the applicable Cure Period or it is determined that Arrowhead was not in material breach of this Agreement), then Sarepta will pay to Arrowhead any Annual Fees that would have otherwise become due following delivery of such notice of termination for material breach *plus* interest thereon in accordance with Section 8.7.7 (Interest Due); or (b) Sarepta has delivered to Arrowhead a written notice of termination pursuant to Section 13.3 (Termination for Convenience). For clarity, the maximum amount payable by Sarepta to Arrowhead under this Section 8.2 (Annual Fees) is \$250,000,000.

8.3. **Milestone Payments.**

8.3.1. **DM1 Program Development Milestones.**

- (a) **DM1 Program Development Milestones.** With respect to the DM1 Program, Sarepta will make one-time, non-refundable [\*\*\*], and non-creditable milestone payments to Arrowhead of: (i) \$100,000,000 upon the achievement of the DM1 First Development Milestone Event (the “**DM1 First Development Milestone Payment**”), and (ii) \$200,000,000 upon the achievement of the DM1 Second Development Milestone Event (the “**DM1 Second Development Milestone Payment**”) in accordance with Section 8.3.1(b) (DM1 Program Development Milestones).
- (b) **Manner of Payment.** Arrowhead will notify Sarepta in writing, or, if Sarepta has assumed Development responsibility for the DM1 Program pursuant to Section 3.1.1(a)(ii) (Arrowhead Category 1 Program Development Responsibility) or Section 3.1.1(b) (Sarepta Category 1 Development Step-In Right), then, in each case, Sarepta will notify Arrowhead in writing, of the achievement of the DM1 First Development Milestone Event as set forth in Section 8.3.1(d) (DM1 First Development Milestone Event) and the DM1 Second Development Milestone Event as set forth in Section 8.3.1(e) (DM1 Second Development Milestone Event), in each case, no later than [\*\*\*] days after such Party’s achievement thereof. Sarepta will pay the milestone payment owed to Arrowhead pursuant to, as applicable, Section 8.3.1(a)(i) (DM1 Program Development Milestones) or Section 8.3.1(a)(ii) (DM1 Program Development Milestones) no later than [\*\*\*] days after the achievement of, respectively, the DM1 First Development Milestone Event and the DM1 Second Development Milestone Event, *provided* that Sarepta has previously received an invoice from Arrowhead for such milestone payment no later than five Business Days after, as applicable, Arrowhead’s issuance of its achievement notice or Arrowhead’s receipt of Sarepta’s achievement notice.
- (c) [\*\*\*]
- (d) **DM1 First Development Milestone Event.** [\*\*\*]
- (e) **DM1 Second Development Milestone Event.** [\*\*\*]
- (f) [\*\*\*]
- (g) [\*\*\*]

8.3.2. **Regulatory Milestones.** On a Program-by-Program basis, Sarepta will pay to Arrowhead one-time, non-refundable, and non-creditable milestone payments in accordance with Table 8.3.2(a), Table 8.3.2(b), and Table 8.3.2(c) below (each a “**Regulatory Milestone Payment**”) upon the first achievement by Sarepta or its Affiliates or its or their Sublicensees of each of the applicable regulatory milestone events for the applicable Program as set forth in Table 8.3.2(a), Table 8.3.2(b), and Table 8.3.2(c) below (each a “**Regulatory Milestone Event**”) for the first Licensed Product that is the subject of such applicable Program to achieve such applicable Regulatory Milestone Event. For the avoidance of doubt, if Sarepta or its Affiliates or their respective Sublicensees achieve all Regulatory Milestone Events with respect to (a) all Programs, then the Regulatory Milestone Payments payable by Sarepta under this Section 8.3.2 (Regulatory Milestones) will be \$1,890,000,000, (b) any one of the DM1 Program, DUX4 Program, ATXN1 Program, ATXN2 Program, or ATXN3 Program, then the Regulatory Milestone Payments payable by Sarepta under this Section 8.3.2 (Regulatory Milestones) with respect to such Program will be \$110,000,000, (c) any one of the MMP7 Program or HTT Program, then the Regulatory Milestone Payments payable by Sarepta under this Section 8.3.2 (Regulatory Milestones) with respect to such Program will be \$130,000,000, and (d) a Category 3 Program, then the Regulatory Milestone

Payments payable by Sarepta under this Section 8.3.2 (Regulatory Milestones) with respect to such Program will be \$180,000,000.

Table 8.3.2(a) – Regulatory Milestones					
Regulatory Milestone Event	Regulatory Milestone Payment				
	***	***	***	***	***
***	\$60,000,000	\$60,000,000	\$60,000,000	\$60,000,000	\$60,000,000
***	\$35,000,000	\$35,000,000	\$35,000,000	\$35,000,000	\$35,000,000
***	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000	\$15,000,000

Table 8.3.2(b) – Regulatory Milestones		
Regulatory Milestone Event	Regulatory Milestone Payment	
	MMP7 Program	HTT Program
***	\$75,000,000	\$75,000,000
***	\$40,000,000	\$40,000,000
***	\$15,000,000	\$15,000,000

Table 8.3.2(c) – Regulatory Milestones	
Regulatory Milestone Event	Regulatory Milestone Payment
	Each Category 3 Program
***	\$10,000,000
***	\$15,000,000
***	\$25,000,000
***	\$75,000,000
***	\$40,000,000
***	\$15,000,000

\*\*\*

Sarepta will notify Arrowhead in writing of the achievement of a Regulatory Milestone Event no later than \*\*\* days after Sarepta becomes aware of the achievement thereof, and pay to Arrowhead the corresponding Regulatory Milestone Payment no later than \*\*\* days after the achievement of such Regulatory Milestone Event, *provided* that Sarepta has previously received an invoice from Arrowhead for such corresponding Category 2 Regulatory Milestone Payment no later than \*\*\* Business Days after its receipt of Sarepta’s achievement notice.

- 8.3.3. **Sales Milestones.** On a Program-by-Program basis, Sarepta will make one-time, non-refundable, and non-creditable milestone payments to Arrowhead in accordance with Table 8.3.3(a) and Table 8.3.3(b) below (each a “**Sales Milestone Payment**”) upon the first achievement by Sarepta or its Affiliates or its or their Sublicensees of each of the sales milestone events set forth in Table 8.3.3(a) and Table 8.3.3(b) below for the applicable Program (each a “**Sales Milestone Event**”) with respect to the aggregate annual Net Sales (subject to any reductions as set forth in Section 8.5 (Payment Reductions)) of all Licensed Products that are the subject of such applicable Program in the Territory. For the avoidance of doubt, if Sarepta or its Affiliates or their respective Sublicensees achieve all Sales Milestone Events with respect to (a) all Programs, then the

Sales Milestone Payments payable by Sarepta under this Section 8.3.2 (Regulatory Milestones) will be \$8,100,000,000, (b) any one of the [\*\*\*] then the Sales Milestone Payments payable by Sarepta under this Section 8.3.2 (Regulatory Milestones) for such Program will be \$500,000,000, and (c) any one of the MMP7 Program, HTT Program, or a Category 3 Program, then the Regulatory Milestone Payments payable by Sarepta under this Section 8.3.2 (Regulatory Milestones) for such Program will be \$700,000,000.

Table 8.3.3(a) –Sales Milestones					
Sales Milestone Event	Sales Milestone Payment				
	[***]	[***]	[***]	[***]	[***]
[***]	\$40,000,000	\$40,000,000	\$40,000,000	\$40,000,000	\$40,000,000
[***]	\$60,000,000	\$60,000,000	\$60,000,000	\$60,000,000	\$60,000,000
[***]	\$100,000,000	\$100,000,000	\$100,000,000	\$100,000,000	\$100,000,000
[***]	\$125,000,000	\$125,000,000	\$125,000,000	\$125,000,000	\$125,000,000
[***]	\$175,000,000	\$175,000,000	\$175,000,000	\$175,000,000	\$175,000,000

Table 8.3.3(b) –Sales Milestones			
Sales Milestone Event	Sales Milestone Payment		
	MMP7 Program	HTT Program	Each Category 3 Program
[***]	\$40,000,000	\$40,000,000	\$40,000,000
[***]	\$60,000,000	\$60,000,000	\$60,000,000
[***]	\$100,000,000	\$100,000,000	\$100,000,000
[***]	\$125,000,000	\$125,000,000	\$125,000,000
[***]	\$175,000,000	\$175,000,000	\$175,000,000
[***]	\$200,000,000	\$200,000,000	\$200,000,000

On a Program-by-Program basis, the Net Sales of any Licensed Product that is the subject of such Program in any country in the Territory will not be included after the Royalty Term for such Licensed Product in such country has expired.

Sarepta will notify Arrowhead in writing of the achievement of a Sales Milestone Event by Sarepta or any of its Affiliates or any of its or their Sublicensees no later than [\*\*\*] days after the end of the Calendar Year in which such Sales Milestone Payment is payable under this Section 8.3.3 (Sales Milestones), and pay to Arrowhead the corresponding Sales Milestone Payment no later than [\*\*\*] days after the achievement of such Sales Milestone Event, *provided* that Sarepta has previously received an invoice from Arrowhead for such corresponding Sales Milestone Payment no later than five Business Days after its receipt of Sarepta's achievement notice.

For clarity, the Sales Milestone Payments will be due for each Program, but in no event will any Sales Milestone Event be due more than one time for each Program. [\*\*\*]

**8.4. Royalties.** On a Program-by-Program basis, during the Royalty Term for each Licensed Product that is the subject of such Program in each country in the Territory and subject to the provisions of Section 8.5 (Payment Reductions), Sarepta will pay to Arrowhead nonrefundable, non-

creditable royalty payments in the amount of the applicable royalty rates set forth in Table 8.4 (Royalty Payments) below based on the aggregate Net Sales resulting from the sale of [\*\*\*] such Program in the Territory by Sarepta, its Affiliates, or their respective Sublicensees during each Calendar Year (such payments, “Royalties”).

**8.5. Payment Reductions.**

<b>TABLE 8.4 – Royalty Payments</b>	
<i>Annual Net Sales of all Licensed Products of the same Program</i>	<i>Marginal Royalty Rate (% of Annual Net Sales)</i>
The portion of Annual Net Sales [***] less than or equal to [***]	[***]%
The portion of Annual Net Sales [***] greater than [***] and less than or equal to [***]	[***]%
The portion of Annual Net Sales [***] greater than [***] and less than or equal to [***]	[***]%
The portion of Annual Net Sales [***] greater than [***] and less than or equal to [***]	[***]%
The portion of Annual Net Sales [***] greater than [***]	[***]%

- 8.5.1. **Reduction for No Valid Claim.** Subject to Section 8.5.5 (Minimum Floor), on a Licensed Product-by-Licensed Product and country-by-country basis, if, within any time period during the Royalty Term for such Licensed Product in such country, such Licensed Product is not Covered by a Valid Claim of [\*\*\*], the Net Sales of such Licensed Product in such country used to calculate Royalties and Sales Milestone Payments due for such Licensed Product in such country in accordance with Section 8.4 (Royalties) and Section 8.3.3 (Sales Milestones) will be reduced by [\*\*\*]% during such time period.
- 8.5.2. **Reduction for Generic Competition.** Subject to Section 8.5.5 (Minimum Floor), on a Licensed Product-by-Licensed Product and country-by-country basis, if, during the Royalty Term for such Licensed Product in such country, one or more Generic Products with respect to such Licensed Product is approved for sale or otherwise is sold in such country in a given Calendar Quarter (the date of such first sale of a given Generic Product, such Generic Product’s “**Generic Entry Date**”), then, if, in any given Calendar Quarter after the first Generic Entry Date in such country, there has been a reduction in Net Sales of such Licensed Product in such country of more than [\*\*\*]% as compared to the averaged Net Sales of such Licensed Product in such country over the [\*\*\*] Calendar Quarters immediately preceding the first Generic Entry Date in such country, then, commencing in the first full Calendar Quarter following such Calendar Quarter, the Net Sales of such Licensed Product in such country used to calculate Royalties due for such Licensed Product in such country in accordance with Section 8.4 (Royalties) will be reduced by [\*\*\*]% [\*\*\*].
- 8.5.3. **Third Party Payments.** Subject to Section 8.5.5 (Minimum Floor), in the event that, during the Royalty Term for a Licensed Product in a country, Sarepta makes any [\*\*\*] pursuant to any agreement with a Third Party or any Platform Third Party Agreement as set forth in Section 2.9.2(b)(iii) (After Effective Date), in each case, under which Sarepta is granted rights (whether by acquisition, license, or sublicense) to any [\*\*\*] in such country owned or otherwise controlled by such Third Party that are [\*\*\*] for the Development, Manufacture, or Commercialization of such Licensed Product in such country, Sarepta may credit [\*\*\*]% of any [\*\*\*] actually paid by Sarepta to such Third Party pursuant to the terms of such Agreement to the extent reasonably allocable to such rights in such country against any [\*\*\*] payable for such Licensed Product in such country by Sarepta to Arrowhead under [\*\*\*].

8.5.4. [\*\*\*]

8.5.5. **Minimum Floor.** In no event will the Net Sales of a given Licensed Product in a country used to calculate (a) Royalties due and payable by Sarepta to Arrowhead under Section 8.4 (Royalties) in a given Calendar Quarter for such Licensed Product in such country be reduced to less than [\*\*\*]% of the Net Sales of such Licensed Product in such country in such Calendar Quarter as a result of the aggregate reductions permitted pursuant to Section 8.5.1 (Reduction for No Valid Claim), Section 8.5.2 (Reduction for Generic Competition), Section 8.5.3 (Third Party Payments), [\*\*\*].

8.6. **Other Amounts Payable.** With respect to any amounts owed under this Agreement by one Party to the other for which no other invoicing and payment procedure is specified in this Agreement, within [\*\*\*] days after the end of each Calendar Quarter each Party will provide an invoice, together with reasonable supporting documentation, to the other Party for such amounts owed in respect of such Calendar Quarter. The owing Party will pay any undisputed amounts within [\*\*\*] days after receipt of the invoice and will pay any disputed amounts owed by such Party within [\*\*\*] days after resolution of the Dispute.

8.7. **Payment Terms.**

8.7.1. **Manner of Payment.** All payments to be made between the Parties under this Agreement will be made in Dollars and will be paid by wire transfer in immediately available funds to a bank account designated by the receiving Party; *provided* that in no event will Sarepta be obligated to make payments under this Agreement to any Affiliate of Arrowhead that is organized in any jurisdiction outside of the U.S. without Sarepta's prior written consent.

8.7.2. **Reports and Royalty Payments.** With respect to each Calendar Quarter during which Royalties are due and payable by Sarepta to Arrowhead, within [\*\*\*] days after the end of such Calendar Quarter, Sarepta will submit to Arrowhead a written report including the following information listed by Licensed Product and by country or other jurisdiction of sale in the Territory: [\*\*\*] and Sarepta will make any such payments within [\*\*\*] days after the end of the Calendar Quarter during which the applicable Net Sales of Licensed Products occurred.

8.7.3. **Records and Audits.** Each Party will keep, and will cause its Affiliates and its Sublicensees to keep, complete, true, and accurate books and records in accordance with GAAP in relation to this Agreement, including in relation to (a) in the case of Sarepta, all Net Sales, Royalties, and Sale Milestone Payments (the "**Sarepta Records**") and (b) in the case of Arrowhead, all costs and expenses incurred in connection with the performance of Development and Manufacturing activities and any other amounts to be reimbursed by Sarepta under this Agreement (the "**Arrowhead Records**"). Each Party will keep, and will cause its Affiliates and its Sublicensees to keep, such books and records until the later of (i) [\*\*\*] years following the Calendar Year to which they pertain and (ii) such period as may be required by applicable Law. Either Party (the "**Auditing Party**") may cause an internationally-recognized independent accounting firm (the "**Auditor**") that is reasonably acceptable to the other Party (the "**Audited Party**") to inspect the relevant records of the Audited Party and its Affiliates and Sublicensees to verify the payments made by Sarepta and the related reports, statements and books of accounts, as applicable. Before beginning its audit, the Auditor will execute an undertaking reasonably acceptable to the Audited Party by which the Auditor agrees to keep confidential all information reviewed during the audit. The Audited Party and its Affiliates and Sublicensees will make their records available for inspection by the Auditor during regular business hours at such place or places where such records are customarily kept, upon receipt of reasonable advance notice from the Auditing Party. The Auditor will review such records solely to verify the accuracy of (A) in the case of Sarepta as the Audited Party, the Sarepta Records and the payments owed to Arrowhead under the financial terms of this Agreement and (B) in the case of Arrowhead as the

Audited Party, the Arrowhead Records and all costs and expenses reported to have been incurred in connection with its performance of the Development and Manufacturing activities under this Agreement. Each Party will not exercise such inspection right more than once in any Calendar Year and not more frequently than once with respect to records covering any specific period of time. In addition, the Auditing Party will only be entitled to audit the books and records of the Audited Party, its Affiliates, and its Sublicensees from the three Calendar Years prior to the Calendar Year in which the Auditing Party notifies Sarepta of such audit request. Notwithstanding any provision to the contrary in Article 9 (Confidentiality and Publication), the Auditing Party agrees to hold in strict confidence all information received and all information learned in the course of any audit or inspection, except to the extent necessary for the Auditing Party to enforce its rights under this Agreement or to the extent required to comply with any applicable Law, regulation, or judicial order. The Auditor will provide its audit report and basis for any determination to the Audited Party at the time such report is provided to the Auditing Party. If the final result of the inspection reveals an undisputed underpayment or overpayment by the Audited Party, then the underpaid or overpaid amount will be settled promptly. The Auditing Party will pay for such inspections, as well as its expenses associated with enforcing its rights with respect to any payments hereunder; *provided, however*, that, if the final results of such audit reveal an overpayment or underpayment of more than [\*\*\*]% of the total payments due hereunder for the audited period, then the fees and expenses charged by the Auditor will be paid by the Audited Party.

8.7.4. **Currency Exchange.** The rate of exchange to be used in computing the amount of currency equivalent in Dollars owed to a Party under this Agreement will be the monthly average exchange rate between each currency of origin and Dollars as reported by *The Wall Street Journal, East Coast Edition* or an equivalent resource as agreed by the Parties.

8.7.5. **Taxes.**

(a) **Withholding Taxes.** The amounts payable pursuant to this Agreement (“**Payments**”) will not be reduced on account of any Taxes unless required by Law. The Parties acknowledge and agree that no Taxes are expected to be deducted or withheld from the Payments. If Sarepta, as a result of a change in Law after the Effective Date or otherwise as a change in circumstances is required to deduct or withhold from any Payment under any applicable Tax Law (“**Withholding Taxes**”), Sarepta will promptly (but no later than 10 Business Days prior to the due date of the applicable Payment) notify Arrowhead in writing of the potential for Withholding Taxes and the basis therefor, and cooperate with Arrowhead in good faith so as to reduce or eliminate any potential obligation for such withholding of Taxes to the greatest extent possible, including with respect to obtaining the benefit of any present or future treaty against double Taxation or refund or reduction in such Taxes. Notwithstanding the foregoing, in the event an obligation to withhold or deduct arises as a result of an assignment, transfer, or other action by Arrowhead, the notice provision of the preceding sentence shall not apply. Subject to Section 8.7.5(c) (Assignments and Transfers), Sarepta will deduct and withhold from the Payments any Taxes that it is required by Law to deduct or withhold and will properly remit such Taxes to the appropriate Governmental Authority. Sarepta will provide Arrowhead with reasonable evidence of the proper payment of any withholding Taxes applicable to the Payments, and any receipts or certifications provided by or to a Governmental Authority, when and if available. If Withholding Taxes are paid to a Governmental Authority, then Sarepta will provide reasonable assistance to Arrowhead to obtain a refund of such Withholding Taxes, or obtain a credit with respect to Taxes paid, to the extent that such a refund or credit is available under applicable Law; *provided, however*, that Sarepta will be reimbursed for any reasonable Out-of-Pocket Costs.

- (b) **Cooperation.** The Parties will use reasonable efforts to provide each other with information required by a Party for the purpose of filing applicable tax returns or reducing or eliminating Withholding Taxes. The Licensed Products are intended to be Exploited in the Field throughout the Territory. To the extent a Licensed Product is Exploited in the Field in a part of the Territory outside of the United States, Sarepta may cause a non-U.S. Affiliate to Commercialize such Licensed Product. In connection with this Section 8.7.5(b) (Cooperation), the Parties shall use reasonable efforts to cooperate to, as applicable, Commercialize Licensed Products in such a manner to be treated as a sale of intangible property to a recipient that is a “foreign person” (within the meaning of Treas. Reg. § 1.250(b)-4(c)) and that is for “foreign use” (within the meaning of Treas. Reg. § 1.250(b)-4(d)(2)) and either Arrowhead or a third-party advisor that is reasonably acceptable to the Parties will, at Arrowhead’s sole expense, substantiate such treatment, with which Sarepta intends to reasonably cooperate. Notwithstanding anything to the contrary in this Section 8.7.5(b) (Cooperation), with respect to Sarepta’s obligation to cooperate in this Section 8.7.5(b) (Cooperation), reasonable efforts will not include any actions that, in Sarepta’s discretion exercised in good faith, would, or is expected to, subject Sarepta to material unreimbursed cost or expense or materially prejudice the legal, commercial, tax, or accounting position of Sarepta.
  - (c) **Assignments and Transfers.** If a Party that owes a Payment under this Agreement is required by Law to withhold taxes in respect of any Payment, and if such withholding obligation arises as a result of any action taken by such Party or its Affiliate or successor or assignee, including an assignment of this Agreement as permitted under Section 16.1 (Assignment) of this Agreement, a change in tax residency of such Party, or payments arise or are deemed to arise through a branch of such Party then any applicable Payments for which the recipient Party is, in the good faith discretion of the recipient Party’s tax counsel or accountants (following reasonable discussions with the paying Party or its representatives), not able to recover or credit such withheld amount in the taxable year of such payment will be increased to take into account such Withholding Taxes as may be necessary so that, after making all required Tax withholdings and deductions (including Tax withholdings and deductions on amounts payable under this Section 8.7.5 (Taxes)), the payee receives an amount equal to the sum it would have received had no such increased withholding been made.
  - (d) **Transfer Tax.** All transfer, documentary, sales, use, stamp, registration, and other such Taxes, and any conveyance fees, recording charges and other fees and charges (including any penalties and interest) incurred in connection with consummation of the transactions contemplated hereby, if any, will be borne and paid by Sarepta. Sarepta will prepare and timely file all tax returns required to be filed in respect of any such Taxes.
- 8.7.6. **Blocked Payments.** If, by reason of Law in any country, it becomes impossible or illegal for a Party to transfer, or have transferred on its behalf, any payment owed to the other Party hereunder, then such Party will (a) promptly notify the other Party of the conditions preventing such transfer and (b) deposit such payment in local currency in the relevant country to the credit of the other Party in a recognized banking institution designated by the other Party or, if none is designated by the other Party within a period of [\*\*\*] days, in a recognized banking institution selected by the transferring Party, as the case may be, and identified in a written notice given to the other Party.
- 8.7.7. **Interest Due.** If a Party does not receive payment of any sum due to it on or before the due date, simple interest will thereafter accrue on the sum due to such Party until the date of payment at the per annum rate equal to [\*\*\*].

8.7.8. **Right to Offset.** Sarepta will have the right to offset any amount (other than amounts for which Arrowhead has provided a notice of dispute with respect thereto) owed by Arrowhead to Sarepta under or in connection with this Agreement, including any amount actually owed under an indemnification obligation by Arrowhead, against any payments owed by Sarepta to Arrowhead under this Agreement. Such offsets will be in addition to any other rights or remedies available under this Agreement and applicable Law.

## 9. CONFIDENTIALITY AND PUBLICATION

- 9.1. **Confidential Information.** The existence and terms of this Agreement are the Confidential Information of each Party, and each Party will be deemed a Receiving Party with respect thereto. (a) Unpublished patent applications within the Licensed Product-Specific Patent Rights and Arrowhead Know-How that is specific to the composition of matter, form, formulation, or a method of treatment with, or use or manufacture of a Licensed Compound or a Licensed Product (“**Product-Specific Know-How**”), in each case, will be the Confidential Information of both Parties; (b) except as set forth in clause (e) of this Section 9.1 (Confidential Information), all Arrowhead Know-How that is neither Product-Specific Know-How nor Joint Arising Know-How will be Confidential Information of Arrowhead, *provided* that Arrowhead will maintain all Arrowhead Arising Know-How (excluding Arrowhead Excluded Know-How) in confidence and not disclose such Know-How to any Third Party for so long as such Know-How remains Confidential Information of Arrowhead, except as permitted under Section 9.2 (Non-Disclosure and Non-Use Obligation), Section 9.4 (Permitted Disclosures), or Section 9.8 (Publication); (c) except as set forth in clause (e) of this Section 9.1 (Confidential Information), all Sarepta Arising Know-How and all reports delivered by Sarepta to Arrowhead hereunder, in each case, will be Confidential Information of Sarepta, *provided* that Sarepta will maintain all Sarepta Arising Know-How that (i) solely relates to the composition of matter, formulation, form, or a method of use or treatment, delivery, or Manufacture of a Licensed Compound or Licensed Product and (ii) is necessary or reasonably useful to Develop, Manufacture, Commercialize, and otherwise Exploit such Licensed Compound or Licensed Product, in confidence and not disclose such Know-How to any Third Party for so long as such Know-How remains Confidential Information of Sarepta, except as permitted under Section 9.2 (Non-Disclosure and Non-Use Obligation), Section 9.4 (Permitted Disclosures), or Section 9.8 (Publication); (d) all Know-How within the Joint Arising Know-How will be Confidential Information of both Parties, regardless of which Party initially generated or disclosed the relevant Joint Arising Know-How to the other Party in connection with this Agreement; and (e) all information exchanged between the Parties regarding the Prosecution and Maintenance, defense, and enforcement of the Patent Rights under Article 12 (Intellectual Property) will be the Confidential Information of both Parties. All information disclosed by a Party pursuant to the Confidentiality Agreement is deemed the Confidential Information of such Party pursuant to this Agreement.
- 9.2. **Non-Disclosure and Non-Use Obligation.** Except as otherwise expressly set forth herein, the Receiving Party will, during the Term and for a period of [\*\*\*] years thereafter, keep the Confidential Information of the Disclosing Party confidential using at least the same degree of care with which the Receiving Party holds its own Confidential Information (but in no event less than a reasonable degree of care) and will not (a) disclose such Confidential Information to any Person without the prior written approval of the Disclosing Party, except, solely to the extent necessary to exercise its rights or perform its obligations under this Agreement, to its employees, Affiliates, Sublicensees, and Subcontractors, consultants, or agents who have a need to know such Confidential Information, all of whom will be similarly bound by confidentiality, non-disclosure, and non-use provisions at least as restrictive or protective of the Parties as those set forth in this Agreement and for whom the Disclosing Party will be responsible, or (b) use such Confidential Information for any purpose other than for the purposes contemplated by this Agreement. The Receiving Party will cause the foregoing Persons to comply with the restrictions on use and disclosure set forth in this Section 9.2 (Non-Disclosure and Non-Use Obligation) and will be responsible for ensuring that such Persons maintain the Disclosing Party’s Confidential Information in accordance with this Article 9 (Confidentiality and Publication). Each Party will promptly notify the other Party of any misuse or unauthorized disclosure of the other Party’s Confidential Information.

- 9.3. Exemptions.** Information of a Disclosing Party will not be Confidential Information of such Disclosing Party to the extent that the Receiving Party can demonstrate through competent evidence that such information: (a) is already in the possession of the Receiving Party at the time of its receipt from the Disclosing Party and not through a prior disclosure by or on behalf of the Disclosing Party; (b) is generally available to the public before its receipt from the Disclosing Party; (c) became generally available to the public or otherwise part of the public domain after its disclosure by the Disclosing Party and other than through any act or omission of the Receiving Party or any of its Affiliates or disclosees in breach of this Agreement, including pursuant to Section 9.8 (Publications); (d) is subsequently disclosed to the Receiving Party or any of its Affiliates without obligation of confidentiality by a Third Party who may rightfully do so and is not under a conflicting obligation of confidentiality to the Disclosing Party; or (e) other than the Joint Arising Know-How or Sarepta Arising Know-How, is developed independently by employees, Subcontractors, consultants, or agents of the Receiving Party or any of its Affiliates without use of or reliance upon the Disclosing Party's Confidential Information. No combination of features or disclosures will 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. Specific aspects or details of Confidential Information will not be deemed to be within the public domain or in the possession of the Receiving Party merely because the Confidential Information is encompassed by more general information in the public domain or in the possession of the Receiving Party.
- 9.4. Permitted Disclosures.** In addition to the exceptions contained in Section 9.2 (Non-Disclosure and Non-Use Obligation), the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent (and solely to the extent) that such disclosure is reasonably necessary in the following instances:
- 9.4.1. (a) the Prosecution and Maintenance of Patent Rights as contemplated under Article 12 (Intellectual Property); or (b) Regulatory Submissions and other filings with Governmental Authorities (including Regulatory Authorities), as necessary for the Exploitation of a Licensed Product; provided that the Receiving Party will take all reasonable measures to ensure the confidential treatment of such Confidential Information to the extent permitted under applicable Law;
- 9.4.2. to actual or *bona fide* potential [\*\*\*], solely for the purpose of evaluating or carrying out an actual or potential [\*\*\*], or [\*\*\*] transaction; *provided* that, in each such case, (a) such Persons are bound by obligations of confidentiality, non-disclosure, and non-use provisions at least as restrictive or protective of the Parties as those set forth in this Agreement or otherwise customary for such type and scope of disclosure, (b) any such disclosure is limited to the maximum extent practicable for the particular context in which it is being disclosed, and (c) that the term of such confidentiality obligation must be consistent with industry standards;
- 9.4.3. if required by Law, including as may be required in connection with any filings made with, or by the disclosure policies of a major stock exchange (in which case the terms of such disclosures will be governed by Section 9.5 (Confidential Treatment)); *provided* that the Party seeking to disclose the Confidential Information of the other Party (other than as required by the disclosure policies of a major stock exchange): (a) use reasonable efforts to inform the other Party prior to making any such disclosures and reasonably cooperate with the other Party in seeking a protective order or other appropriate remedy (including redaction), and (b) whenever possible, request confidential treatment of such information in accordance with Section 9.5 (Confidential Treatment);
- 9.4.4. to prosecute or defend litigation so long as there is [\*\*\*] days' prior written notice given by the Receiving Party before filing, and to enforce Patent Rights in connection with the Receiving Party's rights and obligations pursuant to this Agreement; *provided* that the Party seeking to disclose the Confidential Information of the other Party: (a) use

reasonable efforts to inform the other Party prior to making any such disclosures and reasonably cooperate with the other Party in seeking a protective order or other appropriate remedy (including redaction), and (b) whenever possible, request confidential treatment of such information in accordance with Section 9.5 (Confidential Treatment);

9.4.5. to any Third Party to the extent a Party is required to do so pursuant to the terms and conditions of an in-license agreement with such Third Party relating to the intellectual property rights sublicensed to the other Party hereunder, *provided* that any such Third Party receiving Confidential Information are bound by obligations of confidentiality, non-disclosure, and non-use provisions at least as restrictive or protective of the Parties as those set forth in this Agreement or otherwise customary for such type and scope of disclosure; and

9.4.6. with respect to Sarepta as the Receiving Party, Sarepta may use Confidential Information of Arrowhead as needed to perform its obligations and exercise its rights under this Agreement [\*\*\*].

If and whenever any Confidential Information is disclosed in accordance with this Section 9.4 (Permitted Disclosures), such disclosure will not cause any such information to cease to be Confidential Information except to the extent that such disclosure results in a public disclosure of such information (other than by breach of this Agreement).

**9.5. Confidential Treatment.** The Parties acknowledge that either or both Parties may be obligated to file a copy of this Agreement (or portions of this Agreement or an abstract of the terms of this Agreement) with the SEC or other similar Governmental Authority in a country other than the United States. Each Party will be entitled to make such a required filing, *provided* that, it initially files a redacted copy of this Agreement (or portions of this Agreement or an abstract of the terms of this Agreement) (“**Redacted Agreement**”). In the event of any such filing, each Party will (a) permit the other Party to review and comment upon any proposed redactions of this Agreement, and request proposed redactions of this Agreement and any subsequent correspondence with respect thereto at least five Business Days in advance of its submission to the SEC or such other Governmental Authorities, (b) reasonably consider the other Party’s comments thereon, and (c) if such Governmental Authority requests any changes to the redactions set forth in the Redacted Agreement, use reasonable efforts to support the redactions in the Redacted Agreement as originally filed (to the extent consistent with the then-current legal requirements governing redaction of information from material agreements that must be publicly filed) and, to the extent reasonably practicable, not agree to any changes to the redactions proposed in the Redacted Agreement without first discussing such changes with the other Party and taking the other Party’s comments into consideration when deciding whether to agree to such changes. Each Party will be responsible for its own legal and other external costs in connection with any such filing, registration, or notification.

**9.6. Relationship to Confidentiality Agreement.** This Agreement supersedes the Confidentiality Agreement; provided, however, that all “**Confidential Information**” disclosed or received by the Parties and their Affiliates thereunder will be deemed the Confidential Information of the originally Disclosing Party hereunder and will be subject to the terms and conditions of this Agreement.

**9.7. Use of Name and Logo.** Subject to Section 9.8.2 (Announcements), neither Arrowhead nor Sarepta will use the other Party’s or its Affiliates’ name or logo in any label, press release, or product advertising, or for any other promotional purpose, without first obtaining the other Party’s written consent.

**9.8. Publications.**

9.8.1. **Coordination.** During the Term, Arrowhead and Sarepta will, from time to time and at the request of the other Party, discuss the general information content relating to this

Agreement that may be publicly disclosed; *provided* that, without limitation of Arrowhead's rights under Section 9.8.3 (Publications Rights), Sarepta will have no obligation to consult with Arrowhead with respect to public announcement or publications concerning Sarepta's Exploitation of any Licensed Product that does not reference Arrowhead, or disclose any of Arrowhead's Confidential Information or the Arrowhead Platform.

- 9.8.2. **Announcements.** Except as may be expressly permitted under Section 9.8.1 (Coordination), Section 9.8.3 (Publications Rights), or Section 9.4 (Permitted Disclosures), during the Term, neither Party will make any public announcement regarding this Agreement without the prior written approval of the other Party, except for either Party's references to the other as the licensor or licensee (as applicable) or a collaboration partner under this Agreement. Each Party may issue a press release regarding the signing of this Agreement after the Execution Date. On or following the Execution Date, each Party will issue its respective press release in substantially the form set forth on **Schedule 9.8.2** (Press Releases). After the issuance of such press release or other permitted public disclosure by a Party, either Party may make subsequent public disclosures reiterating such information without having to obtain the other Party's prior consent and approval so long as the information in such press release or other public announcement remains true, correct, and the most current information with respect to the subject matters set forth therein. Further, Arrowhead will be permitted to issue press releases indicating the achievement of any Milestone Event and the amount of any Milestone Payment, *provided* that in all cases Arrowhead provides Sarepta with reasonable prior written notice of such press release.
- 9.8.3. **Publication Rights.** During the Term, Sarepta may, in its sole discretion, publish results of all Clinical Trials and other Development activities conducted with respect to any Licensed Compound or Licensed Product, *provided* that no publication will include any Confidential Information of Arrowhead, other than the Product-Specific Know-How, without Arrowhead's prior written consent, not to be unreasonably withheld, conditioned, or delayed. Arrowhead will have no such right to publish the results of Clinical Trials or other Development activities conducted with respect to any Licensed Compound or Licensed Product. Arrowhead will have the right to review all proposed publications prior to Sarepta's submission of such publication, in accordance with the procedures set forth in this Section 9.8.3 (Publications Rights). If Sarepta intends to make any publication or presentation related to any Clinical Trials or other Development activities conducted with respect to any Licensed Compound or Licensed Product, then Sarepta will first provide Arrowhead with a copy of the applicable proposed abstract, manuscript, or presentation no less than [\*\*\*] days ([\*\*\*] days in the case of abstracts) prior to its intended submission for publication. Arrowhead will respond in writing promptly and in no event later than [\*\*\*] days ([\*\*\*] days in the case of abstracts) after receipt of the proposed material with any concerns regarding the disclosure of any information or subject matter that, in Arrowhead's reasonable discretion would present issues as to patentability of the relevant subject matter or requesting the removal of any of Arrowhead's Confidential Information. In the event of any concern raised regarding protection of intellectual property rights of Arrowhead, Sarepta will not submit such publication or to make such presentation that contains such information until Arrowhead is given a reasonable period of time, and in no event less than [\*\*\*] days (or such other period as may be mutually agreed by the Parties in writing), to seek patent or other intellectual property protections in accordance with the terms of this Agreement covering any material in such publication or presentation that it believes is protectable. Subject to Section 9.4 (Permitted Disclosures), Sarepta will remove any Confidential Information of Arrowhead for which Arrowhead requests such removal from any such proposed publication or presentation. Sarepta will use reasonable efforts to provide Arrowhead with a copy of each such publication or presentation within five Business Days after the date of its submission, and in any event Sarepta will provide Arrowhead with a copy of each such publication or presentation within five Business Days after Arrowhead's written request for such copy (if not previously provided). Without limiting the

foregoing, Sarepta will acknowledge the contributions of Arrowhead and the employees of Arrowhead in any such publication or presentation, as scientifically appropriate.

9.8.4. **Clinical Trial Transparency.** Both Parties agree to collaborate to maintain compliance with all Laws related to Clinical Trial transparency that may apply to either the sponsor of any Clinical Trial or the owner of any Regulatory Approval, all as related to any Licensed Product. The Parties will cooperate to maintain Clinical Trial transparency consistent with each sponsor's Clinical Trial registration, summary result, and data sharing transparency policies and will support disclosure of Confidential Information as needed based on the needs of the sponsors of the study or the Regulatory Approval holder with respect to any Licensed Product.

## 10. REPRESENTATIONS, WARRANTIES AND COVENANTS

10.1. **Mutual Representations and Warranties.** Each Party represents and warrants to the other Party, as of the Execution Date, and as of the Effective Date (as though then made), that:

- 10.1.1. such Party is a corporation duly organized, validly existing, and in good standing under the Laws of its jurisdiction of incorporation or formation;
- 10.1.2. such Party has all requisite corporate power and corporate authority to enter into this Agreement and to carry out its obligations under this Agreement;
- 10.1.3. all requisite corporate action on the part of such Party and its directors and stockholders required by Law for the authorization, execution, and delivery by such Party of this Agreement, and the performance of all obligations of such Party under this Agreement, has been taken;
- 10.1.4. the execution, delivery, and performance of this Agreement, and compliance with the provisions of this Agreement, by such Party do not and will not: (a) violate any provision of Law or any ruling, writ, injunction, order, permit, judgment, or decree of any Governmental Authority; (b) constitute a breach of, or default under (or an event that, with notice or lapse of time or both, would become a default under) or conflict with, or give rise to any right of termination, cancellation or acceleration of, any agreement, arrangement or instrument, whether written or oral, by which such Party or any of its assets are bound; or (c) violate or conflict with any of the provisions of such Party's organizational documents (including any articles or memoranda of organization or association, charter, bylaws, or similar documents);
- 10.1.5. such Party has not entered into any agreement with any Third Party that is in conflict with the rights granted to the other Party under this Agreement, and has not taken any action that would prevent it from granting the rights granted to the other Party under this Agreement, or that would otherwise conflict with or adversely affect the other Party's rights under this Agreement;
- 10.1.6. no consent, approval, authorization, or other order of, or filing with, or notice to, any Governmental Authority or other Third Party is required to be obtained or made by such Party in connection with the authorization, execution, and delivery by such Party of this Agreement, except as required pursuant to the HSR Act and any other applicable Antitrust Laws; and
- 10.1.7. this Agreement has been duly executed and delivered on behalf of such Party and is a legal and valid obligation binding upon it and is enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, and other similar laws affecting creditors' rights generally and by general principles of equity.

10.2. **Additional Representations and Warranties by Arrowhead.** Arrowhead represents and warrants to Sarepta, except as set forth on **Schedule 10.2** (Exceptions to the Representations and

Warranties by Arrowhead), which schedule may be updated as of the Effective Date pursuant to Section 14.1 (Effective Date), as of the Execution Date and (following the Antitrust Clearance Date) as of the Effective Date (for clarity, subject to Section 14.3 (Outside Date)):

- 10.2.1. **Arrowhead Patent Rights.** (a) **Schedule 1.217** (Licensed Product-Specific Patent Rights) and **Schedule 1.42** (Arrowhead Platform Patent Rights) set forth a complete and accurate list of all Arrowhead Patent Rights issued or pending as of the Execution Date or the Effective Date, as applicable, and (b) the Arrowhead Patent Rights existing as of the Execution Date or the Effective Date, as applicable, constitute all of the Patent Rights owned or in-licensed by Arrowhead or any of its Affiliates as of such respective date that are necessary or reasonably useful for the Development, Manufacture, Commercialization, or other Exploitation, each as contemplated by Arrowhead or any of its Affiliates as of the Execution Date or the Effective Date, as applicable, of the Existing Lead Compounds (in each case, as they exist as of the Execution Date or the Effective Date, as applicable) in the Field in the Territory.
- 10.2.2. **Licensed C1 Compounds and Licensed C2 Compounds.** The Licensed C1 Compounds, Licensed C1 Products, Licensed C2 Compounds, and Licensed C2 Products include all compounds and products owned or in-licensed by Arrowhead or any of its Affiliates as of such respective date that are Directed To ATXN1, ATXN2, ATXN3, DM1, DUX4, MMP7, or HTT.
- 10.2.3. **Arrowhead Technology.** Arrowhead has (a) legal or beneficial title and sole ownership of, or a non-exclusive or exclusive right to use all Arrowhead Technology existing as of the Execution Date or the Effective Date, as applicable, except as set forth on **Schedule 10.2** (Exceptions to the Representations and Warranties by Arrowhead), free and clear of all mortgages, pledges, liens, encumbrances, security interests, or claims of any kind, including claims by any Governmental Authority or academic or non-profit institution; and (b) authority to grant to Sarepta and its Affiliates the licenses set forth in Section 2.1 (License Grants to Sarepta) under the Arrowhead Technology. [\*\*\*]
- 10.2.4. **No Conflicts.** Arrowhead has not previously assigned, transferred, conveyed, or granted any license or other rights under the Arrowhead Technology that would conflict with or limit the scope of any of the rights or licenses granted to Sarepta hereunder.
- 10.2.5. **Ownership of Arrowhead Technology.** With respect to all Arrowhead Technology existing as of the Execution Date or the Effective Date, as applicable, that is owned or purported to be owned by Arrowhead (a) Arrowhead and its Affiliates have obtained from all employees and independent contractors who participated in the invention or authorship thereof, assignments of all ownership rights of such employees and independent contractors in such Arrowhead Technology, either pursuant to written agreement or by operation of Law; (b) all of Arrowhead's and its Affiliates' employees, officers, contractors, and consultants have executed agreements or have existing obligations under Law requiring assignment to Arrowhead or its Affiliate, as applicable, of all rights, title, and interests in and to their inventions made during the course of and as the result of this Agreement; (c) no officer or employee of Arrowhead or any of its Affiliates is subject to any agreement with any other Third Party that requires such officer or employee to assign any interest in any Arrowhead Technology to such Third Party; and (d) Arrowhead exclusively owns all rights, title, and interests in and to the Arrowhead Patent Rights that are owned or purported to be owned by Arrowhead.
- 10.2.6. **Prosecution of Arrowhead Patent Rights.** The owned-Arrowhead Patent Rights, the in-licensed Arrowhead Patent Rights of which Arrowhead controls prosecution, and, to Arrowhead's knowledge, the in-licensed Arrowhead Patent Rights for which a Third Party controls prosecution, in each case, existing as of the Execution Date or the Effective Date, as applicable, are being diligently prosecuted in the respective patent offices in accordance with Law, and Arrowhead and its Affiliates have presented all references, documents, or information for which it and the inventors had a duty to

disclose under Law, including 37 C.F.R. §1.56 or its foreign equivalent, to the relevant patent examiners at the relevant patent offices for each such Arrowhead Patent Right.

- 10.2.7. **Validity and Enforceability.** With respect to owned-Arrowhead Patent Rights, the in-licensed Arrowhead Patent Rights of which Arrowhead controls prosecution, and, to Arrowhead's knowledge, the in-licensed Arrowhead Patent Rights for which a Third Party controls prosecution, in each case, existing as of the Execution Date or the Effective Date, as applicable, there is no opposition, nullity action, interference, *inter partes* reexamination, *inter partes* review, post-grant review, derivation proceeding, or other proceeding pending or, to Arrowhead's knowledge, threatened in writing (but excluding office actions or similar communications issued by the United States Patent and Trademark Office or any analogous foreign Governmental Authority (collectively, "**Patent Offices**")) in the ordinary course of Prosecution and Maintenance of any patent application) that challenge the ownership, scope, duration, validity, enforceability, or priority of any such Arrowhead Patent Right owned or purported to be owned by Arrowhead. To Arrowhead's knowledge, the Arrowhead Patent Rights that have issued are subsisting, valid, and enforceable, and Arrowhead does not have knowledge of any fact or circumstance that would cause Arrowhead to reasonably conclude that any issued Arrowhead Patent Right is, or will be upon issuance, invalid, or unenforceable.
- 10.2.8. **Inventorship.** Inventorship of each owned-Arrowhead Patent Right and, to Arrowhead's knowledge, each in-licensed Arrowhead Patent Right, in each case, existing as of the Execution Date or the Effective Date, as applicable, is properly identified on each patent and patent application. To Arrowhead's knowledge, there is no dispute with respect to inventorship of any Arrowhead Patent Rights.
- 10.2.9. **Good Standing.** All official fees, maintenance fees, and annuities for any pending or issued owned-Arrowhead Patent Rights, in-licensed Arrowhead Patent Rights of which Arrowhead controls prosecution and maintenance, and, to Arrowhead's knowledge, in-licensed Arrowhead Patent Rights for which a Third Party controls prosecution and maintenance, in each case, existing as of the Execution Date or the Effective Date, as applicable, have been paid when due, and all administrative procedures with Governmental Authorities have been completed for such Arrowhead Patent Rights such that such Patent Rights are subsisting and in good standing.
- 10.2.10. **Duty of Disclosure.** To Arrowhead's knowledge, all Arrowhead Patent Rights have been duly and properly filed and maintained and the inventors thereof and parties prosecuting such applications have complied in all material respects with their duty of candor and disclosure to Patent Offices in connection with such applications.
- 10.2.11. **Prior Art.** To Arrowhead's knowledge, no reference or prior art would anticipate the issuance of all claims Covering each Existing Lead Compound in any patent that is an Arrowhead Patent Right pending as of the Execution Date or the Effective Date, as applicable, that is being substantively prosecuted in a non-provisional utility application.
- 10.2.12. **Government Funding.** No government funding, facilities of a university, college, or other educational institution or research center was used in the development of any owned-Arrowhead Patent Rights or, to Arrowhead's knowledge, in-licensed Arrowhead Patent Rights. No Person who was involved in, or who contributed to, the creation or development of any owned-Arrowhead Patent Rights or, to Arrowhead's knowledge, any in-licensed Arrowhead Patent Rights, has, performed services for the government or any university, college, or other educational institution or research center in a manner that would affect Arrowhead's rights in the Arrowhead Patent Rights.
- 10.2.13. **No Claims.** There is (a) no claim, judgment, or settlement against or owed by Arrowhead or any of its Affiliates and (b) no pending or, to Arrowhead's knowledge, threatened claim or litigation, in each case ((a) and (b)), related to the Arrowhead Technology or any Existing Lead Compound.

- 10.2.14. **Notice of Infringement or Misappropriation.** Neither Arrowhead nor any of its Affiliates have received any written notice or written threat from any Third Party asserting or alleging that any Development, Manufacture, Commercialization, or other Exploitation each as contemplated by Arrowhead or any of its Affiliates prior to the Execution Date or prior to the Effective Date, of the Existing Lead Compounds (in each case, as they exist as of the Execution Date or the Effective Date, as applicable) infringed, misappropriated, or otherwise violated any valid and enforceable Patent Right or Know-How of a Third Party. The conception and reduction to practice of any of the Arrowhead Technology that Arrowhead purports to own have not constituted or involved the misappropriation of trade secrets of any Third Party.
- 10.2.15. **Third Party Technology.** To Arrowhead's knowledge, the Development, Manufacture, Commercialization, and other Exploitation, each as contemplated by Arrowhead, of any of the Existing Lead Compounds (as they exist as of the Execution Date or the Effective Date, as applicable) in the Field in the Territory does not infringe, misappropriate, or otherwise violate any valid and enforceable Patent Right or Know-How of any Third Party. [\*\*\*]
- 10.2.16. **Third Party Infringement.** To Arrowhead's knowledge, no Third Party is infringing, misappropriating, or otherwise violating, or threatening to infringe, misappropriate, or otherwise violate the Arrowhead Technology.
- 10.2.17. **Confidentiality of Trade Secrets.** Arrowhead and its Affiliates have taken commercially reasonable measures consistent with industry practices to protect the secrecy, confidentiality, and value of all Arrowhead Know-How that constitutes trade secrets under Law (including requiring all employees, consultants, and independent contractors to execute binding and enforceable agreements requiring all such employees, consultants, and independent contractors to maintain the confidentiality of such Arrowhead Know-How). [\*\*\*]
- 10.2.18. **Third Party Agreements.** Except for the Pre-Existing Third Party Agreements, there are no Third Party agreements pursuant to which Arrowhead Controls any of the Arrowhead Technology.
- 10.2.19. **Pre-Existing Third Party Agreements. Schedule 1.268** (Pre-Existing Third Party Agreements) contains a true and complete list of all agreements constituting the Pre-Existing Third Party Agreements existing as of the Execution Date or the Effective Date, as applicable, and Arrowhead has provided Sarepta with an accurate copy of each Pre-Existing Third Party Agreement. Each Pre-Existing Third Party Agreement is in full force and effect. No written notice of default or termination has been received or given under any Pre-Existing Third Party Agreement, and, to Arrowhead's knowledge, there is no act or omission by Arrowhead or any of its Affiliates that would provide a right to terminate any Pre-Existing Third Party Agreement.
- 10.2.20. **Compliance with Laws.** Arrowhead and its Affiliates have conducted, and, to Arrowhead's knowledge their respective contractors and consultants have conducted the Development and Manufacture of the Existing Lead Compounds in compliance with all applicable Laws, including as applicable GLP, GCP, and GMP, and any applicable anti-corruption or anti-bribery laws or regulations of any Governmental Authority with jurisdiction over such Development and Manufacture. Neither Arrowhead nor its Affiliates, nor, to Arrowhead's knowledge, any of their employees, officers, subcontractors, or consultants who have rendered services relating to the Arrowhead Technology or the Existing Lead Compounds (a) has ever been Debarred or is subject to debarment or convicted of a crime for which an entity or person could be Debarred or (b) has ever been under indictment for a crime for which a person or entity could be Debarred.

10.2.21. **Regulatory Submissions and Study Reports.** Arrowhead or its Affiliates Control all Regulatory Submissions in the Territory for the Existing Lead Compounds existing as of the Execution Date and (following the Antitrust Clearance Date) existing as of the Effective Date, and, to Arrowhead's knowledge, Arrowhead or its Affiliates Control all study reports and underlying data from the Ongoing C1 Development Activities conducted prior to the Execution Date or (following the Antitrust Clearance Date) prior to the Effective Date. [\*\*\*] and all material reports and documents required to be filed, maintained, or furnished to the FDA or any other Regulatory Authority by Arrowhead or its Affiliates for each Existing Lead Compound have been so filed, maintained, or furnished in a timely manner. [\*\*\*] and all such material reports and documents were accurate and in compliance with applicable Laws, and, to Arrowhead's knowledge, were complete, in each case, on the date filed. To Arrowhead's knowledge, no event has occurred and there are no facts or circumstances reasonably likely to cause a revocation or suspension of any Regulatory Approval, or termination, seizure or suspension of the Development or Manufacture, of any Licensed Product.

10.2.22. **No Fraudulent Statements.** Neither Arrowhead nor its Affiliates, nor, to Arrowhead's knowledge, any of its or their respective directors, officers, employees or agents has (a) committed an act, (b) made a statement or (c) failed to act or make a statement, in any case ((a), (b), or (c)), that (i) would be or create an untrue statement of material fact or fraudulent statement to the FDA or any other Regulatory Authority with respect to the Development and Manufacture of any Existing Lead Compound or (ii) could reasonably be expected to provide a basis for the FDA or any other Regulatory Authority to invoke its policy respecting "Fraud, Untrue Statements of Material Facts, Bribery and Illegal Gratuities", set forth in 56 Fed. Reg. 46191 (September 10, 1991) and any amendments thereto or any analogous laws or policies, with respect to the Development or Manufacture of any Existing Lead Compound.

10.2.23. **Disclosure.** In response to any of Sarepta's requests for information in its due diligence process prior to the Execution Date, Arrowhead has not intentionally made any untrue statement of a material fact or intentionally failed to provide or otherwise disclose to Sarepta any material information known to Arrowhead or any of its Affiliates at the time of such response.

10.3. **Warranty Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR EXTENDS ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO THE OTHER PARTY WITH RESPECT TO ANY PATENT RIGHTS, KNOW-HOW, MATERIALS, COMPOUND, PRODUCT, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT WITH RESPECT TO ANY AND ALL OF THE FOREGOING. EACH PARTY HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT THE EXPLOITATION OF ANY LICENSED COMPOUND OR LICENSED PRODUCT PURSUANT TO THIS AGREEMENT WILL BE SUCCESSFUL.

10.4. **Certain Covenants.**

10.4.1. **Compliance.** Each Party and its Affiliates, Sublicensees, and Subcontractors will conduct the Exploitation of the Licensed Compounds and the Licensed Products in a good scientific manner and materially in accordance with all applicable Laws, including, as applicable, GLP, GCP, and GMP or regulations of any Governmental Authority with jurisdiction over the activities performed by or on behalf of such Party or its Affiliates, Sublicensees or Subcontractors in furtherance of such obligations. In addition, if a Party is or becomes subject to a legal obligation to a Governmental Authority (such as a corporate integrity agreement or settlement agreement with a Governmental Authority), then the other Party will perform such activities as may be reasonably requested by the

obligated Party to enable such Party to comply with its legal obligation to such Governmental Authority with respect to the Licensed Products.

- 10.4.2. **No Debarment.** Neither Party will use or permit its Affiliates, Sublicensees, or Subcontractors to use, in any capacity in connection with the performance of its obligations under this Agreement, any Person that has been debarred pursuant to Section 306 of the FD&C Act, as amended, or that is the subject of a conviction described in such section. Each Party agrees to inform the other Party in writing immediately if it or any Person that is performing activities under this Agreement is debarred or is subject to debarment or is the subject of a conviction described in Section 306 of the FD&C Act, or if any action, suit, claim, investigation, or legal or administrative proceeding (a) has been filed and is pending or (b) is threatened in writing relating to the debarment or conviction of such notifying Party or, to such Party's knowledge, any Person or entity used in any capacity by such Party or any of its Affiliates with respect to this Agreement or the performance of its other obligations under this Agreement. Such notifying Party will use reasonable efforts to include in any agreement with any Person or entity used in any capacity by such Party or any of its Affiliates with respect to this Agreement or the performance of its other obligations under this Agreement an obligation to provide notice to such Party of the matters described in this Section 10.4.2 (No Debarment).
- 10.4.3. **Control.** Arrowhead or its Affiliates will retain Control during the Term of all (a) Patent Rights and Know-How owned by Arrowhead or its Affiliates as of the Effective Date that are necessary or reasonably useful to Exploit one or more Licensed Compounds or Licensed Products and (b) study reports and underlying data from Arrowhead's Development activities that are related to the Programs.
- 10.4.4. **No Conflicts.** During the Term, Arrowhead will not enter into any agreement with any Third Party that is in conflict with or could otherwise adversely affect the rights granted to Sarepta under this Agreement and will not take any action that would prevent it from granting the rights granted to Sarepta under this Agreement or that would otherwise materially conflict with or adversely affect the rights granted to Sarepta under this Agreement; *provided, however*, that the foregoing shall not prevent Arrowhead from entering into any collaboration, license, or other arrangement with a Third Party that includes Arrowhead using its platforms and other proprietary technology to Research, Develop, Manufacture, Commercialize, or otherwise Exploit compounds and products Directed To (a) any CNS Target [\*\*\*] or any Cardiomyocyte Target, in each case, that is not a Collaboration Target under a Category 3 Program, (b) after the SM Exclusivity Period, any Skeletal Muscle Target (i) that is not a Collaboration Target under a Category 3 Program or (ii) so long as Sarepta has at least one Substitution Right remaining, and, in which case, solely until the date that is [\*\*\*] years after the expiration of the Selection Term, that is not a SM Reserved Target, and (c) any Collaboration Target with respect to which a Target Failure has occurred. During the Term, each Party will not, and will cause its Affiliates not to, enter into any agreement (or amend any agreement that such Party or its Affiliate is a party to as of the Effective Date) granting any license or other right in, to or under (i) such Party's interest in the Joint Arising Technology and (ii) if such Party is Sarepta, then the Sarepta Arising Technology, in each case ((i) and (ii)), that would prevent it from granting the rights granted to the other Party under this Agreement or that would otherwise conflict with or adversely affect the rights granted to the other Party under this Agreement.
- 10.4.5. **Export Controls.** Sarepta will not, and will ensure that its Affiliates and Sublicensees will not, export, transfer, or sell any Licensed Product (a) to any country or territory that is subject to comprehensive economic sanctions administered by OFAC, (b) to any other country or territory in which such activity would violate applicable Laws in the U.S., (c) to any Restricted Party, or (d) in such a manner that would violate the Global Trade Control Laws.

10.4.6. **No Encumbrances.** Neither Arrowhead nor any of its Affiliates will permit, nor allow to be levied, any lien, encumbrance, charge, mortgage, liability, or security interest on any Arrowhead Technology in a manner that would reasonably be expected to adversely affect the rights granted to Sarepta under this Agreement.

10.4.7. **Pre-Existing Third Party Agreements.**

- (a) Arrowhead and its Affiliates will (i) not breach or be in default under any of its obligations under any Pre-Existing Third Party Agreement, in either case, in a manner that would give the applicable counterparty thereto a right to terminate such Pre-Existing Third Party Agreement (ii) will satisfy all of its obligations under each Pre-Existing Third Party Agreements, including any obligations arising due to the execution of, or activities under, this Agreement, the breach of which would give the applicable counterparty thereto a right to terminate such Pre-Existing Third Party Agreement (iii) not do any other act or make any other omission that could give rise to a termination right of any other party to any Pre-Existing Third Party Agreement, and (iv) not terminate any Pre-Existing Third Party Agreement, or amend or waive any provision thereof, in case of this clause (iv), without Sarepta's prior written consent.
- (b) To the extent that the licensor in any Pre-Existing Third Party Agreement has retained any right to enforce, defend, prosecute, or maintain any Arrowhead Technology or otherwise be involved in such activities pursuant to the Pre-Existing Third Party Agreement, Arrowhead and its Affiliates will use reasonable efforts to cause such licensor to take actions (or refrain from taking action, as applicable) consistent with Article 12 (Intellectual Property).
- (c) Arrowhead and its Affiliates will furnish Sarepta with copies of all material notices and material correspondences that Arrowhead or any of its Affiliates receives in connection with any Pre-Existing Third Party Agreement that are related to Sarepta's rights or obligations under this Agreement within a reasonable period following Arrowhead's or its Affiliates' receipt of the same.

**11. INDEMNIFICATION; LIMITATION OF LIABILITY; INSURANCE**

**11.1. Indemnification by Arrowhead.** Arrowhead will indemnify, hold harmless, and defend Sarepta, its Affiliates, and their respective directors, officers, employees, and agents ("Sarepta Indemnitees") from and against any and all losses, liabilities, damages, costs, fees, and expenses (including reasonable attorneys' fees and litigation expenses) (collectively, "Losses") incurred from any claims, suits, proceedings, or causes of action brought by a Third Party (collectively, "Claims") against such Sarepta Indemnitees to the extent arising out of or resulting from:

- 11.1.1. any breach of any representation or warranty made by Arrowhead in this Agreement, or any breach or violation of any covenant or agreement of Arrowhead in this Agreement;
- 11.1.2. the gross negligence or willful misconduct by or of Arrowhead or any of its Affiliates, or any of their respective directors, officers, employees, or agents in the performance of Arrowhead's obligations or exercise of its rights under this Agreement; or
- 11.1.3. the Exploitation of any Licensed Compound or Licensed Product, in each case, by or on behalf of Arrowhead or any of its Affiliates (excluding such conduct by or on behalf of Sarepta or its Affiliates and its Sublicensees as licensees or sublicensees of Arrowhead hereunder), including the conduct of the Ongoing C1 Development Activities, the Additional R&D Activities, the Category 2 Program Research Activities, and the Category 3 Program Research Activities.

Notwithstanding the foregoing, Arrowhead will have no obligation to indemnify the Sarepta Indemnitees to the extent that the Losses arise out of or result from matters described under Section 11.2 (Indemnification by Sarepta).

**11.2. Indemnification by Sarepta.** Sarepta will indemnify, hold harmless, and defend Arrowhead, its Affiliates and licensees and their respective directors, officers, employees, and agents (“**Arrowhead Indemnitees**”) from and against any and all Losses incurred from any Claims against such Arrowhead Indemnitees to the extent arising out of or resulting from:

- 11.2.1. any breach of any representation or warranty made by Sarepta in this Agreement, or any breach or violation of any covenant or agreement of Sarepta in this Agreement;
- 11.2.2. the gross negligence or willful misconduct by or of Sarepta or any of its Affiliates or Sublicensees, or any of their respective directors, officers, employees, or agents in the performance of Sarepta’s obligations or exercise of its rights under this Agreement; or
- 11.2.3. the Exploitation of any Licensed Product by or on behalf of Sarepta or any of its Affiliates or Sublicensees, including the conduct of the Assumed C1 Program Development Activities.

Notwithstanding the foregoing, Sarepta will have no obligation to indemnify the Arrowhead Indemnitees to the extent that the Losses arise out of or result from matters described under Section 11.1 (Indemnification by Arrowhead).

**11.3. Indemnification Procedure.**

11.3.1. **Notice.** The Party entitled to indemnification under this Article 11 (Indemnification; Limitation of Liability; Insurance) (an “**Indemnified Party**”) will notify the Party responsible for such indemnification (the “**Indemnifying Party**”) in writing promptly (and in any event no later than ten Business Days) upon being notified of or having knowledge of any claim or claims asserted or threatened against the Indemnified Party that could give rise to a right of indemnification under this Agreement; *provided* that the failure to give such notice will not relieve the Indemnifying Party of its indemnity obligation hereunder except to the extent that such failure materially prejudices the Indemnifying Party.

11.3.2. **Indemnifying Party’s Right to Defend.** Within 15 Business Days after receipt of notice from the Indemnified Party of the claim, the Indemnifying Party will have the right to defend, at its sole cost and expense and with counsel reasonably selected by the Indemnifying Party, any such claim by all appropriate proceedings and, if it elects to do so, will provide written notice of such election to the Indemnified Party within such 15-Business Day period; *provided* that the Indemnifying Party may not enter into any compromise or settlement, unless (a) such compromise or settlement (i) imposes only a monetary obligation on the Indemnifying Party and includes as an unconditional term thereof the giving by each claimant or plaintiff of the Indemnified Party a release from all liability in respect of such claim, (ii) admits no liability, wrongdoing, or other admission against interest on the part of the Indemnified Party, and (iii) would not have an adverse effect on the Indemnified Party’s interests (including any rights under this Agreement or the scope or enforceability of the intellectual property licensed hereunder); or (b) the Indemnified Party consents to such compromise or settlement, which consent will not be unreasonably withheld, conditioned or delayed unless such compromise or settlement involves (i) any admission of legal wrongdoing by the Indemnified Party, (ii) any payment by the Indemnified Party that is not indemnified under this Agreement, or (iii) the imposition of any equitable relief against the Indemnified Party (in which case, (i) through (iii), the Indemnified Party may withhold its consent to such settlement in its sole discretion).

11.3.3. **Indemnified Party's Right to Defend.** If the Indemnifying Party does not elect to assume control of the defense of a claim by written notice to the Indemnified Party in accordance with Section 11.3.2 (Indemnifying Party's Right to Defend), then the Indemnified Party will have the right, at the expense of the Indemnifying Party, with written notice to the Indemnifying Party of its intent to do so, to undertake the defense of such claim for the account of the Indemnifying Party (with counsel reasonably selected by the Indemnified Party); *provided* that the Indemnified Party will keep the Indemnifying Party apprised of all material developments with respect to such claim. The Indemnified Party may not enter into any compromise or settlement without the prior written consent of the Indemnifying Party, such consent not to be unreasonably withheld, conditioned, or delayed.

11.3.4. **Cooperation.** The Indemnified Party will cooperate with the Indemnifying Party and may participate in, but not control, any defense or settlement of any claim controlled by the Indemnifying Party pursuant to this Section 11.3 (Indemnification Procedure) and will bear its own costs and expenses with respect to such participation; *provided* that the Indemnifying Party will bear such costs and expenses if counsel for the Indemnifying Party reasonably determines that such counsel may not properly represent both the Indemnifying Party and the Indemnified Party.

11.4. **Limitation of Liability.** NEITHER PARTY WILL BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, OR THE EXERCISE OF ITS RIGHTS OR THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER, OR ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, OR LOST PROFITS, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT FOR DAMAGES THAT ARISE AS A RESULT OF (A) A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (B) A BREACH OF ARTICLE 9 (CONFIDENTIALITY AND PUBLICATION), OR (C) [\*\*\*]. NOTHING IN THIS SECTION 11.4 (LIMITATION OF LIABILITY) IS INTENDED TO LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF EITHER PARTY UNDER THIS AGREEMENT.

11.5. **Insurance.** Each Party will, at its own expense, procure and maintain during the Term and for a period of [\*\*\*] years thereafter, insurance policies, including product liability insurance when applicable, adequate to cover its obligations hereunder and that are consistent with normal business practices of prudent companies similarly situated. Such insurance will not be construed to create a limit of a Party's liability with respect to its indemnification obligations under this Article 11 (Indemnification; Limitation of Liability; Insurance). Each Party will provide the other Party with written evidence of such insurance upon request. Each Party will provide the other Party with prompt written notice of cancellation, non-renewal, or material change in such insurance that could materially adversely affect the rights of such other Party hereunder and will provide such notice within [\*\*\*] days after any such cancellation, non-renewal, or material change.

## 12. INTELLECTUAL PROPERTY

### 12.1. Inventions.

12.1.1. **Inventorship.** Inventorship of Arising Know-How and Arising Patent Rights will be determined in accordance with United States patent Laws.

12.1.2. **Ownership of Arising Know-How and Arising Patent Rights.**

- (a) **Arrowhead.** Subject to the rights or licenses granted by Arrowhead to Sarepta under this Agreement, as between the Parties, Arrowhead will own and retain all rights, title, and interest in and to any and all: (i) (A) Arising Know-How, regardless of inventorship, that is solely related to the Delivery Ligand (the "Arising Delivery Ligand Know-How") and (B) Arising Know-How that is

conceived, discovered, developed or otherwise made solely by or on behalf of one or more Personnel of Arrowhead (or any of its Affiliates, (sub)licensees or Subcontractors), but excluding any Arising Delivery Ligand Know-How and Joint Arising Know-How (together (i)(A) and (i)(B), the "**Arrowhead Arising Know-How**"), and (ii) (A) Arising Patent Rights, regardless of inventorship, that Cover solely any Arising Delivery Ligand Know-How (the "**Arising Delivery Ligand Patent Rights**") and (B) Arising Patent Rights that Cover solely any Arrowhead Arising Know-How set forth in the foregoing clause (i)(B) (together (ii)(A) and (ii)(B), the "**Arrowhead Arising Patent Rights**"). Sarepta hereby assigns and agrees to assign to Arrowhead all rights, title, and interest in and to any Arising Delivery Ligand Know-How that is conceived, discovered, developed, or otherwise made by or on behalf of one or more Personnel of Sarepta (or any of its Affiliates, Sublicensees, or Subcontractors).

- (b) **Sarepta.** Subject to the rights or licenses granted by Sarepta to Arrowhead under this Agreement, as between the Parties, Sarepta will own and retain all rights, title, and interest in and to any and all (i) Arising Know-How that is conceived, discovered, developed, or otherwise made solely by or on behalf of one or more Personnel of Sarepta (or any of its Affiliates, Sublicensees or Subcontractors) but excluding any Arising Delivery Ligand Know-How and Joint Arising Know-How (the "**Sarepta Arising Know-How**"), and (ii) Arising Patent Rights that Cover solely any Sarepta Arising Know-How set forth in the foregoing clause (i) (the "**Sarepta Arising Patent Rights**").
- (c) **Joint.** Subject to any rights or licenses expressly granted by one Party to the other Party under this Agreement, as between the Parties, the Parties will jointly own, on an equal and undivided basis, all rights, title, and interest in and to any and all: (i) Arising Know-How that is conceived, discovered, developed, or otherwise made by or on behalf of one or more Personnel of Arrowhead (or any of its Affiliates, (sub)licensees, or Subcontractors), on the one hand, and one or more Personnel of Sarepta (or any of its Affiliates, Sublicensees, or Subcontractors), on the other hand, but excluding any Arising Delivery Ligand Know-How (the "**Joint Arising Know-How**"), and (ii) Arising Patent Rights that Cover solely any Joint Arising Know-How set forth in the foregoing clause (i) (the "**Joint Arising Patent Rights**") (collectively the Joint Arising Know-How and the Joint Arising Patent Rights, the "**Joint Arising Technology**"). Subject to the rights or licenses granted to the other Party under this Agreement, each Party will be entitled to practice, license, assign, and otherwise practice under the Joint Arising Technology without the duty of accounting or seeking consent from the other Party, and where consent is required, such consent is hereby given. Each Party, for itself and on behalf of its Affiliates, hereby assigns and agrees to assign, to the other Party an equal and undivided joint ownership interest in and to all Joint Arising Technology, to be held in accordance with this Section 12.1.2(c) (Joint).

12.1.3. **Disclosure.** Each Party will promptly disclose to the other Party all invention disclosures or other similar documents relating to Arising Know-How conceived, invented, developed, or otherwise made by or on behalf of such Party (or its Affiliates, Sublicensees (or in the case of Arrowhead (sub)licensees), or Subcontractors) hereunder during the Term that is necessary or reasonably useful to Research, Develop, Manufacture, Commercialize, or otherwise Exploit one or more Licensed Compounds or Licensed Products in the Field in the Territory, and all invention disclosures or other similar documents submitted to such Party by its or its Affiliates' employees, agents, or independent contractors relating to such Arising Know-How, and shall also respond promptly to reasonable requests from the other Party for additional information relating to such disclosures, documents, or applications.

12.1.4. **Personnel Obligations.** Each employee, agent, or independent contractor of a Party or its respective Affiliates performing work under this Agreement will, prior to commencing such work, be bound by written invention assignment obligations, including: (a) promptly reporting any invention, discovery, or other intellectual property right; (b) presently assigning to the applicable Party or Affiliate all of his or her rights, title, and interests in and to any invention, discovery, or other intellectual property; (c) cooperating in the preparation, filing, prosecution, maintenance, and enforcement of any patent and patent application; and (d) performing all acts and signing, executing, acknowledging, and delivering any and all documents required for effecting the obligations and purposes of this Agreement. It is understood and agreed that such invention assignment agreement need not reference or be specific to this Agreement. Each Party will be solely responsible for any payments to inventors with an obligation to assign, or who do assign, their rights, title, and interests in and to any Arising Know-How and Arising Patent Rights to such Party. Arrowhead will be solely responsible for payments to inventors of any other Arrowhead Patent Rights.

12.2. **Prosecution and Maintenance of Patent Rights.** The Parties will conduct the Prosecution and Maintenance of the applicable Patent Rights in accordance with this Section 12.2 (Prosecution and Maintenance of Patent Rights).

12.2.1. **Sarepta Right to Prosecute Patent Rights.**

- (a) On a Program-by-Program basis, as between the Parties, Sarepta will have (i) with respect to each Category 1 Program, beginning on the Effective Date, the first right (but not the obligation) to Prosecute and Maintain all Licensed Product-Specific Patent Rights, Sarepta Arising LC/LP Patent Rights, and Joint Arising Patent Rights in the Territory related to such Category 1 Program, and (ii) with respect to each Category 2 Program and each Category 3 Program, beginning on the earlier of (A) the applicable CTA Ready Package Acceptance Date for such Category 2 Program and for such Category 3 Program, respectively, and (B) the date a non-provisional patent application (including an international patent application under the PCT) for a Licensed Product-Specific Patent Right, Sarepta Arising LC/LP Patent Right, or Joint Arising Patent Right related to such Category 2 Program or Category 3 Program, as applicable, is filed, the first right (but not the obligation) to Prosecute and Maintain all Licensed Product-Specific Patent Rights, Sarepta Arising LC/LP Patent Rights, and Joint Arising Patent Rights in the Territory of such Category 2 Program or Category 3 Program, as applicable (such Patent Rights in clauses (i) and (ii), collectively, the “**Sarepta Prosecuted Patent Rights**”), using patent counsel of its choice and, with respect to the Licensed Product-Specific Patent Rights and the Joint Arising Patent Rights, reasonably acceptable to Arrowhead. Sarepta will bear all Patent Costs incurred by Sarepta for the Prosecution and Maintenance of the Sarepta Prosecuted Patent Rights. Sarepta will provide Arrowhead with material communications from any Patent Office in the Territory regarding the Sarepta Prosecuted Patent Rights, as well as a reasonable opportunity to review and comment on (1) drafts of any material filings, (2) with respect to each Category 2 Program and each Category 3 Program, drafts of any patent applications related to such Category 2 Program or such Category 3 Program, as applicable, and (3) responses to be made to such Patent Offices in advance of submitting such filings, applications, or responses. Sarepta will consider Arrowhead’s comments regarding such communications and drafts in good faith. In addition, Sarepta will provide Arrowhead with copies of all such final filings, applications and responses made to any Patent Office with respect to the Sarepta Prosecuted Patent Rights in a timely manner following submission thereof. Arrowhead will (x) promptly after the Effective Date provide to Sarepta or such patent counsel the file histories for, and correspondence with Arrowhead’s existing patent counsels related to the Licensed Product-Specific Patent Rights related to the Category 1 Programs, (y) provide to Sarepta promptly

after the Effective Date a report detailing the status of the Licensed Product-Specific Patent Rights related to the Category 1 Programs, and (z) provide all assistance reasonably requested by Sarepta in Sarepta's Prosecution and Maintenance of such Licensed Product-Specific Patent Rights and such Joint Arising Patent Rights (including by executing all requested documents and providing additional information with respect to the applicable Patent Rights). At its sole cost and expense, Sarepta will have the sole right to Prosecute and Maintain all Sarepta Arising Patent Rights that are not Sarepta Arising LC/LP Patent Rights.

- (b) If Sarepta determines in its sole discretion to abandon or not to Prosecute and Maintain any Sarepta Prosecuted Patent Right, then Sarepta will provide Arrowhead with written notice promptly after such determination to allow Arrowhead a reasonable period of time to determine, on a country-by-country basis, in its sole discretion, its interest in assuming Prosecuting and Maintaining such Patent Right in the Territory (which notice by Sarepta will be given no later than [\*\*\*] days prior to the final deadline for any pending action or response that may be due with respect to such Patent Right with the applicable Patent Office). If Arrowhead provides written notice to Sarepta expressing its interest in assuming Prosecuting and Maintaining such Patent Right, then, with respect to such Patent Right in such country in the Territory, (i) Arrowhead may, in its sole discretion and at Arrowhead's cost and expense, Prosecute and Maintain or abandon such Patent Right, and (ii) Sarepta will promptly: (A) provide to Arrowhead or counsel designated by Arrowhead the file histories for, and correspondence with existing patent counsels related to, such Patent Right; (B) provide to Arrowhead a report detailing the status of such Patent Right as of the applicable date of such notice by Sarepta; and (C) at Arrowhead's cost and expense, provide all assistance reasonably requested by Arrowhead in Arrowhead's Prosecution and Maintenance of the applicable Patent Rights (including by executing all requested documents and providing additional information with respect to the applicable Patent Rights).

#### 12.2.2. Arrowhead Right to Prosecute Patent Rights.

- (a) Beginning on the Effective Date, as between the Parties, Arrowhead will (i) have the first right (but not the obligation) to Prosecute and Maintain all Arrowhead Platform Patent Rights, (ii) on a Program-by-Program basis, with respect to each Category 2 Program and each Category 3 Program, until the earlier of (A) the applicable CTA Ready Package Acceptance Date for such Category 2 Program and such Category 3 Program, respectively, or (B) the date a non-provisional patent application (including an international patent application under the PCT) for a Licensed Product-Specific Patent Right or Joint Arising Patent Right of such Category 2 Program or Category 3 Program, as applicable, is filed, the first right (but not the obligation) to Prosecute and Maintain all Licensed Product-Specific Patent Rights and Joint Arising Patent Rights in the Territory related to such Category 2 Program or Category 3 Program, as applicable (such Patent Rights in clauses (i) and (ii), collectively, the "**Arrowhead Prosecuted Patent Rights**"), and (iii) the sole right (but not the obligation) to Prosecute and Maintain all Arising Delivery Ligand Patent Rights, in each case in the Territory using outside patent counsel of its choice. Arrowhead will bear all Patent Costs incurred for the Prosecution and Maintenance of such Patent Rights. Arrowhead will keep Sarepta reasonably informed of all material matters relating to the Prosecution and Maintenance of the Arrowhead Prosecuted Patent Rights, including providing Sarepta with all material communications from any Patent Office in the Territory regarding the Arrowhead Prosecuted Patent Rights, as well as a reasonable opportunity to review and comment on (1) drafts of any material filings, (2) with respect to each Category 2 Program and each Category 3 Program, drafts of any patent applications related to such Category 2 Program

or such Category 3 Program, as applicable, and (3) responses to be made to such Patent Offices in advance of submitting such filings, applications, or responses. Arrowhead will consider in good faith Sarepta's comments with respect to strategies for Prosecution and Maintenance of the Arrowhead Prosecuted Patent Rights. In addition, Arrowhead will provide Sarepta with copies of all such final filings, applications, and responses made to any Patent Office with respect to the Arrowhead Prosecuted Patent Rights in a timely manner following submission thereof. Arrowhead will provide to Sarepta promptly after the Effective Date a report detailing the status of the Arrowhead Prosecuted Patent Rights.

- (b) If Arrowhead determines in its sole discretion to abandon or not to Prosecute and Maintain any Arrowhead Prosecuted Patent Right, then Arrowhead will provide Sarepta with written notice promptly after such determination with respect to the Arrowhead Prosecuted Patent Rights. Sarepta will determine, on a country-by-country basis, in its sole discretion, its interest in Prosecuting and Maintaining such Patent Right in the Territory (which notice by Arrowhead will be given no later than [\*\*\*] days prior to the final deadline for any pending action or response that may be due with respect to such Patent Right with the applicable Patent Office). If Sarepta provides written notice to Arrowhead expressing its interest in Prosecuting and Maintaining such Patent Right, then, with respect to such Patent Right in such country in the Territory, (i) Sarepta may, in its sole discretion and at Sarepta's cost and expense, Prosecute and Maintain or abandon such Patent Right, and (ii) Arrowhead will promptly: (A) provide to Sarepta or counsel designated by Sarepta the file histories for, and correspondence with existing patent counsel related to, such Patent Right; (B) provide to Sarepta a report detailing the status of such Patent Right as of the applicable date of such notice by Arrowhead; and (C) at Sarepta's cost and expense, provide all assistance reasonably requested by Sarepta in Sarepta's Prosecution and Maintenance of the applicable Patent Rights (including by executing all requested documents and providing additional information with respect to the applicable Patent Rights).

12.2.3. **Cooperation.** The Parties will, and will cause their Affiliates to, cooperate and implement reasonable patent filing and prosecution strategies (including filing divisionals, continuations, or otherwise). To the extent reasonable and feasible, (a) Licensed Product-Specific Patent Rights and Arrowhead Platform Patent Rights will be pursued in mutually exclusive patent applications (which may be simultaneously filed) and in separate and distinct patent families, and (b) Sarepta Arising LC/LP Patent Rights and other Sarepta Arising Patent Rights will be pursued in mutually exclusive patent applications (which may be simultaneously filed) and in separate and distinct patent families. Further, to the extent possible, the Parties will coordinate and determine (i) the division of Arrowhead Patent Rights as either Licensed Product-Specific Patent Right or Arrowhead Platform Patent Rights, and (ii) the division of Sarepta Arising Patent Rights as either Sarepta Arising LC/LP Patent Rights or other Sarepta Arising Patent Rights.

12.3. **Third Party Infringement and Defense.** The Parties will conduct the enforcement and defense of the applicable Patent Rights in accordance with this Section 12.3 (Third Party Infringement and Defense).

12.3.1. **Notices.** Each Party will promptly report in writing to the other Party any Competitive Infringement of which such Party (or any of its Affiliates or Sublicensees) becomes aware and will provide the other Party with all available evidence of such Competitive Infringement in such Party's control.

12.3.2. **Sarepta Right to Enforce.**

- (a) As between the Parties, Sarepta, at its own cost and expense, will have (i) the first right, but not the obligation, to bring an appropriate suit or other action to

abate any existing, alleged, or threatened Competitive Infringement involving one or more Licensed Product-Specific Patent Rights, Sarepta Arising LC/LP Patent Rights, or Joint Arising Patent Rights, and (ii) the sole right, but not the obligation, to bring an appropriate suit or other action to abate any existing, alleged, or threatened any infringement action (i) involving one or more Sarepta Arising Patent Rights that are not Sarepta Arising LC/LP Patent Rights and (ii) that is *not* a Competitive Infringement involving the Joint Arising Patent Rights.

- (b) Sarepta will notify Arrowhead of its decision as to whether to take any action in accordance with Section 12.3.2(a)(i) (Sarepta Right to Enforce) at least [\*\*\*] Business Days before any time limit set forth in any Law or regulation, or within [\*\*\*] days after being notified of such Competitive Infringement, whichever is shorter. If Sarepta decides not to take such action with respect to a Competitive Infringement involving one or more Licensed Product-Specific Patent Rights, Sarepta Arising LC/LP Patent Rights, or Joint Arising Patent Rights, then Sarepta will so notify Arrowhead in writing, and following discussion with Sarepta and consideration in good faith of any rationale provided by Sarepta as to why Sarepta elected not to take such action, and with Sarepta's written consent (not to be unreasonably withheld, conditioned or delayed) following consideration in good faith of any rationale provided by Arrowhead, Arrowhead will have the right, but not the obligation, to commence a suit or take action to enforce the applicable Licensed Product-Specific Patent Right, Sarepta Arising LC/LP Patent Right, or Joint Arising Patent Right to abate such Competitive Infringement in the Territory, by counsel of its own choice and at its own cost and expense.

#### 12.3.3. Arrowhead Right to Enforce.

- (a) As between the Parties, Arrowhead, at its own cost and expense, will have (i) the first right, but not the obligation, to bring an appropriate suit or other action to abate any existing, alleged, or threatened Competitive Infringement involving the Arrowhead Platform Patent Rights or Arising Delivery Ligand Patent Rights; *provided* that Arrowhead will seek and reasonably consider Sarepta's comments before determining the strategy for enforcing any Arrowhead Platform Patent Right or Arrowhead Arising Patent Right, and (ii) the sole right, but not the obligation, to bring an appropriate suit or other action to abate any existing, alleged, or threatened infringement action that is *not* a Competitive Infringement involving the Arrowhead Platform Patent Rights or the Arising Delivery Ligand Patent Rights.
- (b) Arrowhead will notify Sarepta of its decision as to whether to take any action in accordance with Section 12.3.3(a)(i) (Arrowhead Right to Enforce) at least [\*\*\*] Business Days before any time limit set forth in any Law or regulation, or within [\*\*\*] days after being notified of such Competitive Infringement, whichever is shorter. If Arrowhead decides not to take such action with respect to any Arrowhead Platform Patent Right or Arising Delivery Ligand Patent Right, then Arrowhead will so notify Sarepta in writing, and following discussion with Arrowhead and consideration in good faith of any rationale provided by Arrowhead as to why Arrowhead elected not to take such action, and with Arrowhead's written consent (not to be unreasonably withheld, conditioned or delayed) following consideration in good faith of any rationale provided by Sarepta, Sarepta will have the right, but not the obligation, to commence a suit or take action to enforce the applicable Arrowhead Platform Patent Right or Arising Delivery Ligand Patent Right to abate such Competitive Infringement in the Territory, by counsel of its own choice and at its own cost and expense.

- 12.3.4. **Hatch-Waxman.** Notwithstanding any provision to the contrary set forth in this Agreement, should a Party receive a certification for a Licensed Product pursuant to the Hatch-Waxman Act, or its equivalent in a country other than the U.S., with respect to any

activities under this Agreement in the Field, then such Party will promptly provide the other Party with a copy of such certification. For each Licensed Product, Sarepta will have [\*\*\*] days from the date on which it receives or provides a copy of such certification to provide written notice to Arrowhead (“**H-W Suit Notice**”) whether Sarepta will bring suit, at its expense, within a [\*\*\*]-day period from the date of such certification. Should such [\*\*\*]-day period expire without Sarepta bringing suit or providing such H-W Suit Notice, then Arrowhead will be free to bring suit in its name.

12.3.5. **Cooperation.** Each Party will provide to the Party enforcing any Patent Rights under this Section 12.3 (Third Party Infringement and Defense) reasonable assistance in such enforcement, at such enforcing Party’s request and expense, including joining such action as a party plaintiff if required by Law to pursue such action or providing the enforcing Party any reasonably requested documentation or other materials. The enforcing Party will keep the other Party regularly informed of the status and progress of such enforcement efforts, including providing the other Party a reasonable opportunity to comment on the enforcing Party’s determination of litigation strategy and the filing of important papers to the competent court and the enforcing Party will consider such comments in good faith.

12.3.6. **Settlement.** Neither Party will settle any claim, suit, or action that it brought under this Section 12.3 (Third Party Infringement and Defense) in a manner that would reasonably be expected to affect the other Party’s rights or interests, admit fault of the other Party, or impose any monetary or other obligation on the other Party, without the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed.

12.3.7. **Allocation of Proceeds.** Any amount recovered in any suit or other action under this Section 12.3 (Third Party Infringement and Defense), including any amount recovered in any settlement of such suit or other action, will first be used to reimburse each Party’s costs and expenses with respect to such suit or other action (which reimbursement will be on a *pro rata* basis to the extent such costs and expenses exceed such recovered amount) and will thereafter be [\*\*\*].

12.4. **Defense.** As between the Parties, the Party controlling the Prosecution and Maintenance of any Patent Right under Section 12.2 (Prosecution and Maintenance of Patent Rights), will have the right (but not the obligation), at its sole discretion and its own cost and expense, to defend against a declaratory judgment action, post-grant review proceeding, *inter partes* review, opposition proceeding, interference, or any other legal or administrative action challenging any such Patent Right. If the Party controlling such Prosecution and Maintenance of Arrowhead Platform Patent Rights, Licensed Product-Specific Patent Rights, or Sarepta Arising Patent Rights, as the case may be, under Section 12.2 (Prosecution and Maintenance of Patent Rights) does not defend such Patent Right under this Section 12.4 (Defense) within [\*\*\*] days after the initiation by a Third Party of any of the foregoing actions or proceedings or such shorter period of time as is mandated by the rules of the applicable action or proceeding to commence the defense thereof, or elects not to continue any such defense (in which case it will promptly provide written notice thereof to the other Party), then the other Party will have the right (but not the obligation), at its sole discretion, to defend any such Patent Right. The defending Party will keep the other Party reasonably advised of all material developments in the conduct of any such defense. The defending Party will use reasonable efforts to provide the other Party with drafts of all material documents to be filed with the court or the applicable Patent Office and will consider in good faith all reasonable and timely comments thereto by such other Party before filing such documents. The non-defending Party will reasonably cooperate with the Party conducting the defense of such Third Party action, at such defending Party’s cost and expense, including if required to conduct such defense, furnishing a power of attorney. Any awards or amounts received in defending any such action will be allocated between the Parties as provided in Section 12.3.7 (Allocation of Proceeds) applying *mutatis mutandis*.

12.5. **Infringement of Third Party Rights.**

- 12.5.1. **Notice.** If any Licensed Product becomes the subject of a Third Party's claim or assertion of infringement of a Patent Right of such Third Party within the Territory, then the Party first having notice of the claim or assertion will promptly notify the other Party.
- 12.5.2. **Defense.** [\*\*\*] will have the first right, but not the obligation, to defend or settle any such Third Party claim or assertion of infringement of such Third Party's Patent Right, at [\*\*\*] cost and expense. The non-defending Party will reasonably cooperate with the Party conducting the defense of the claim or assertion, at such defending Party's cost and expense, including if required to conduct such defense, furnishing a power of attorney. The defending Party will keep the non-defending Party reasonably advised of all material developments in the conduct of any proceedings in defending such Third Party claim or assertion. The defending Party will provide the non-defending Party with drafts of all material papers to be filed with the court and will consider in good faith all reasonable comments thereto by the non-defending Party before filing such papers.
- 12.5.3. **Settlement; Licenses.** Except as otherwise provided in Article 11 (Indemnification; Limitation of Liability; Insurance), neither Party will enter into any settlement of any claim described in this Section 12.5 (Infringement of Third Party Rights) that affects the other Party's rights or interests, admits faults of the other Party, or imposes any monetary or other obligations on the other Party, without such other Party's written consent, such consent not to be unreasonably withheld, conditioned, or delayed. Each Party will have the right to decline to defend or to tender the defense of any claim described in this Section 12.5 (Infringement of Third Party Rights) upon reasonable written notice to the other Party, including if the other Party fails to agree to a settlement that the declining Party proposes. Except as otherwise provided in Article 11 (Indemnification; Limitation of Liability; Insurance), any settlement or license fees incurred by [\*\*\*] under this Section 12.5.3 (Settlement; Licenses) will be allocated in accordance with the principle set forth in Section 8.5.3 (Third Party Payments) to the extent that the Patent Right that is the subject of such settlement license Covers the making, using, selling, offering for sale, or importing of a Licensed Product in the relevant country for which such rights are licensed thereunder.
- 12.5.4. **Other Invalidity or Unenforceability Proceedings.** If either Party desires to bring an opposition, action for declaratory judgment, nullity action, interference, declaration for non-infringement, reexamination, post-grant proceedings, or other attack upon the validity, title, or enforceability of a Patent Right owned or controlled by a Third Party and having one or more claims that Cover a Licensed Product, or the use, sale, offer for sale, or importation of a Licensed Product (*except* insofar as such action is a counterclaim to or defense of, or accompanies a defense of, a Third Party's claim or assertion of infringement under Section 12.5 (Infringement of Third Party Rights), in which case the provisions of Section 12.5 (Infringement of Third Party Rights) shall govern), such Party shall so notify the other Party and the Parties shall promptly confer to determine whether to bring such action or the manner in which to settle such action, and if any such action is brought by a Party, each Party will provide such assistance as may be reasonably requested by the other Party (at such other Party's cost) in connection with such action.
- 12.6. **Patent Right Extensions.** Subject to the remainder of this Section 12.6 (Patent Right Extensions), Sarepta will have the sole right to elect and file for patent term restoration or extension, supplemental protection certificate, or any of their equivalents (hereinafter, "**Patent Term Extensions**") with respect to Sarepta Prosecuted Patent Rights or other Sarepta Arising Patent Rights for any Licensed Product in the Territory, *provided* that, for the avoidance of doubt, Sarepta may not file a request for a Patent Term Extension for any Arrowhead Platform Patent Rights without Arrowhead's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. The Parties will discuss the strategy with respect to Patent Term Extensions and Sarepta will consider Arrowhead's comments in good faith. Upon Sarepta's request and at its cost and expense, Arrowhead will reasonably cooperate with Sarepta in any filings made by Sarepta pursuant to this Section 12.6 (Patent Right Extensions). Sarepta will bear

all Patent Costs incurred by Sarepta in making any such filing in the Territory for such Licensed Product.

- 12.7. **Orange Book Listing.** Sarepta and Arrowhead will discuss in good faith the Arrowhead Patent Rights or Joint Arising Patent Rights that will be included in the Orange Book maintained by the FDA or similar or equivalent patent listing or linking source, if any, in other countries in the Territory for Licensed Products, and, after considering Arrowhead's comments in good faith, Sarepta will have the sole right to determine which Patent Rights will be included. Arrowhead will provide such assistance as may be reasonably requested by Sarepta in connection with such listing, at Sarepta's cost and expense.
- 12.8. **Trademarks.** Sarepta will have the right to brand Licensed Products in the Territory using Sarepta-related Trademarks and any other Trademarks it determines appropriate, which may vary by country or within a country of the Territory. Sarepta will own all rights, title, and interests in and to such Trademarks, including all goodwill associated therewith, and shall have the sole right to register and maintain such Trademarks in the countries and regions of the Territory that it determines, at Sarepta's cost and expense.
- 12.9. **Common Interest.** All non-public information exchanged between the Parties or between a Party's outside patent counsel and the other Party regarding the preparation, filing, prosecution, maintenance, defense and enforcement of the Arrowhead Patent Rights, Arising Patent Rights, or otherwise related to any Licensed Compound or any Licensed Product, and all shared information regarding analyses or opinions of Patent Rights or Know-How of a Third Party, will be deemed Confidential Information hereunder. The Parties agree and acknowledge that they have not waived, and nothing in this Agreement constitutes a waiver of, any legal privilege concerning any such Patent Rights, Know-How, or Confidential Information, including privilege under the common interest doctrine and similar or related doctrines. In furtherance of the foregoing, if the Parties agree that a separate agreement memorializing this understanding would be advantageous, then the Parties will negotiate and enter into a common interest agreement reflecting this understanding or any other common interest agreement as the Parties may mutually agree, including with respect to any product liability for a Licensed Product.

### 13. TERM AND TERMINATION

- 13.1. **Term.** This Agreement will commence upon the Effective Date and, if not otherwise terminated earlier pursuant to this Article 13 (Term and Termination), will continue, on a Licensed Product-by-Licensed Product and country-by-country basis, in full force and effect until the expiration of the Royalty Term applicable to such Licensed Product and such country and will expire in its entirety upon the expiration of the last Royalty Term (the "**Term**"). Upon expiration of the Royalty Term for a Licensed Product in a country in the Territory, the licenses granted by Arrowhead to Sarepta in Section 2.1.1 (Exclusive License Grants to Sarepta) with respect to such Licensed Product in such country will become fully paid, irrevocable, and perpetual.
- 13.2. **Termination Prior to Effective Date.** If any of the representations and warranties set forth in [\*\*\*] (i) do not remain true and correct as of the Effective Date to the same extent as of the Execution Date, and (ii) would reasonably be expected to adversely affect in a material respect any of Sarepta's rights and interests hereunder, then, in either case ((a) or (b)), Sarepta may terminate this Agreement in its entirety upon written notice to Arrowhead and the Effective Date will be deemed not to have occurred.
- 13.3. **Termination for Convenience.**
- 13.3.1. **Prior to First Regulatory Approval.** Sarepta will be entitled to terminate this Agreement (a) in its entirety (for all Programs and all Licensed Compounds and all Licensed Products) throughout the Territory prior to receipt of Regulatory Approval of the first Licensed Product that is the subject of any Program in a Major Region, (b) on a Program-by-Program basis for the entire Territory, for all Licensed Compounds and all Licensed Products that are the subject of such Program throughout the entire Territory

prior to receipt of Regulatory Approval of the first Licensed Product that is the subject of such Program in a Major Region, [\*\*\*] in each case [\*\*\*] at its sole discretion upon 30 days' prior written notice to Arrowhead thereof.

13.3.2. **After First Regulatory Approval.** Sarepta will be entitled to terminate this Agreement (a) in its entirety (for all Programs and all Licensed Compounds and all Licensed Products) throughout the Territory after receipt of Regulatory Approval for any first Licensed Product that is the subject of any Program has been obtained in a Major Region. (b) on a Program-by-Program basis for the entire Territory, for all Licensed Compounds and all Licensed Products that are the subject of such Program throughout the entire Territory after receipt of Regulatory Approval for the first Licensed Product that is the subject of such Program has been obtained in a Major Region, [\*\*\*] at its sole discretion upon [\*\*\*] days' prior written notice to Arrowhead thereof.

13.3.3. [\*\*\*]

13.3.4. [\*\*\*]

13.4. **Termination for Bankruptcy.** This Agreement may be terminated in its entirety, to the extent permitted by Law, by a 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, in each case, of the other Party (the "**Bankrupt Party**"); *provided* that in the case of any involuntary bankruptcy, reorganization, liquidation, or receivership proceeding, such right to terminate will only become effective if the Bankrupt Party consents to the involuntary bankruptcy or such proceeding is not dismissed within 60 days after the filing thereof.

13.5. **Termination for Material Breach.**

13.5.1. **Material Breach and Cure Period.** Subject to Section 13.5.2 (Disputes Regarding Material Breach), either Party (the "**Non-Breaching Party**") may terminate this Agreement (a) with respect to one or more Programs (for all Licensed Compounds and Licensed Products that are the subject of such Program) if the other Party (the "**Breaching Party**") has materially breached this Agreement with respect to such Program, or (b) in its entirety throughout the Territory if the Breaching Party has materially breached this Agreement in a manner that is not specific to a Program, in each case ((a) and (b)), and such material breach has not been cured within (i) 60 days after the Breaching Party's receipt of written notice from the Non-Breaching Party of such material breach if such material breach involves a failure to make a payment when due or (ii) 90 days after receipt of written notice of such breach for any other material breach by the Breaching Party from the Non-Breaching Party (such 60-day period or 90-day period, as applicable, the "**Cure Period**"). The written notice describing the alleged material breach will provide reasonably sufficient detail to put the Breaching Party on notice of such material breach. Any termination of this Agreement in its entirety or with respect to a Program pursuant to this Section 13.5.1 (Material Breach and Cure Period) will become effective at the end of the Cure Period, unless the Breaching Party has cured any such material breach prior to the expiration of such Cure Period, or, if such material breach (other than any breach involving the failure to make a payment when due) is not curable prior to the expiration of the applicable Cure Period, then such Cure Period will be extended so long as the Breaching Party has (i) provided to the Non-Breaching Party a written plan that is reasonably calculated to effect a cure of such material breach, and (ii) the Breaching Party has commenced actions to cure such material breach during the Cure Period and commits to diligently carry out such plan as provided to the Non-Breaching Party, *provided* that, in no event will the Cure Period be extended to more than a total of 180 days.

13.5.2. **Disputes Regarding Material Breach.** If the Parties reasonably and in good faith disagree as to whether there has been a material breach or whether a material breach has

been cured within the applicable Cure Period, then the Breaching Party that disputes whether there has been a material breach or cure thereof may contest the allegation in accordance with Article 15 (Dispute Resolution) and the applicable Cure Period will toll upon the initiation of such dispute resolution procedures. If, as a result of such dispute resolution process, it is finally determined pursuant to Article 15 (Dispute Resolution) that the Breaching Party committed a material breach of this Agreement, then the applicable Cure Period will resume and unless such alleged breach was cured during the pendency of such Cure Period (once resumed), this Agreement will terminate effective as of the expiration of such Cure Period. This Agreement will remain in full force and effect during the pendency of any such dispute resolution proceeding and all Cure Periods. Any such dispute resolution proceeding will not suspend any obligations of either Party hereunder, and each Party will use reasonable efforts to mitigate any damages. Any payments that are made by one Party to the other Party pursuant to this Agreement pending resolution of the Dispute will be promptly refunded if it is determined pursuant to Article 15 (Dispute Resolution) that such payments are to be refunded by one Party to the other Party. If, as a result of such dispute resolution proceeding, it is determined that the Breaching Party did not commit such material breach (or such material breach was cured in accordance with this Section 13.5 (Termination for Material Breach)), then no termination of this Agreement will be effective, and this Agreement will continue in full force and effect.

- 13.6. Termination for Patent Challenge.** If, during the Term, Sarepta or its Sublicensee (or any Affiliate of Sarepta or any Affiliate of a Sublicensee) commences or participates in, or actively assists any other Person in bringing, any action or legal or administrative proceeding (including any patent opposition or re-examination proceeding), or otherwise asserts any claim, challenging or denying the patentability, validity, or enforceability of any claim of any Licensed Product-Specific Patent Right or Arrowhead Platform Patent Right in one or more countries (each a “**Patent Challenge**”), then Arrowhead will have the right to terminate this Agreement in its entirety upon 60 days’ prior written notice to Sarepta unless Sarepta or its Sublicensee (or the applicable Affiliate of Sarepta or of such Sublicensee) causes such Patent Challenge(s) to be withdrawn within the 60-day period following receipt of written notice from Arrowhead (or in the case of *ex-parte* proceedings, multi-party proceedings, or other Patent Challenges in which Sarepta or its Sublicensee (or the applicable Affiliate of Sarepta or of such Sublicensee) does not have the power to unilaterally cause the Patent Challenge(s) to be withdrawn, Sarepta or its Sublicensee (or the applicable Affiliate of Sarepta or of such Sublicensee) withdraws as a party from such Patent Challenge(s) and ceases actively assisting any other party to such Patent Challenge(s) within such 60-day period). The foregoing sentence will not apply with respect to [\*\*\*].
- 13.7. Effects of Termination.** Upon any termination of this Agreement in its entirety or in part by either Party as permitted pursuant to this Article 13 (Term and Termination), the following terms will apply with respect to this Agreement and the Terminated Products [\*\*\*].
- 13.7.1. Termination of Licenses.** As of the effective date of termination, all licenses granted to Sarepta under Section 2.1 (License Grants to Sarepta) with respect to the Terminated Products [\*\*\*] will terminate, except that such licenses may continue solely to the extent necessary, and solely for the time periods specified in such Sections, for the prompt and diligent orderly transition or wind-down of ongoing Clinical Trials of the Terminated Products [\*\*\*] under Section 13.7.4 (Ongoing Clinical Trials) or sale or other disposition of any inventory of the Terminated Products [\*\*\*] as permitted under Section 13.7.13 (Sell-Off Right). Further, (a) if this Agreement is terminated in part with respect to a Program for the entire Territory, then the terms “**Licensed Products**” and “**Licensed Compounds**” will automatically be deemed to be amended to exclude, respectively, all Licensed Products and all Licensed Compounds that are the subject of such Program, [\*\*\*].
- 13.7.2. Exclusivity.** If this Agreement is terminated in its entirety, then the Parties’ rights and obligations under Section 2.10 (Exclusivity) will terminate in their entirety. If this

Agreement is terminated in part, (a) with respect to a Program [\*\*\*], then the Parties' rights and obligations under Section 2.10 (Exclusivity) will terminate in the entire Territory with respect to the Target that is the subject of such Program and all Licensed Compounds and Licensed Products that are the subject of such Program, or [\*\*\*] Arrowhead will have the right, independently or for or with any Third Party, to Develop, Manufacture, perform Medical Affairs, Commercialize, and otherwise Exploit in the Field in the Territory any compound or product, including any Licensed Compound or Licensed Product, that is Directed To the Target of such terminated Program. [\*\*\*]

13.7.3. **Reversion License.**

- (a) Sarepta, on behalf of itself and its Affiliates, hereby grants and agrees to grant (without any further subsequent action required on the part of Arrowhead) to Arrowhead and its Affiliates, an [\*\*\*] license (terminable for Arrowhead's violation of the scope of such license) under the Sarepta Licensed Technology existing as of the effective date of termination hereof [\*\*\*] in each case to Develop, Manufacture, Commercialize, or otherwise Exploit the applicable Terminated Products in the Field [\*\*\*] that are or have been the subject of Development or Commercialization hereunder as of the effective date of termination (in the form such Terminated Products exist as of the effective date of termination), [\*\*\*] (such Patent Rights and Know-How, the "**Reversion Technology**" and such license, a "**Reversion License**"). [\*\*\*]
- (b) Arrowhead will have the right (but not the obligation) to assume, at its cost and expense, (i) the sole responsibility for the Prosecution and Maintenance of the Sarepta Arising LC/LP Patent Rights and Joint Arising Patent Rights [\*\*\*] Covering solely the Terminated Products that are included within the Reversion Technology under a Reversion License, and (ii) the sole right to take any action to enforce any such Sarepta Arising LC/LP Patent Rights and Joint Arising Patent Rights in connection with any Competitive Infringement of the Terminated Products [\*\*\*].

13.7.4. **Ongoing Clinical Studies.** No later than 15 Business Days after the effective date of termination, Arrowhead will submit to Sarepta a written notice specifying with respect to all Clinical Trials of the Terminated Products [\*\*\*] being conducted by or on behalf of Sarepta or its Affiliates as of the effective date of termination, (a) such Clinical Trials that are to be terminated and (b) such Clinical Trials that are to be transferred to Arrowhead or its designee. For any such Clinical Trials identified by Arrowhead in its written notice to be terminated, Sarepta will wind-down such Clinical Trials, at Sarepta's cost. For any such Clinical Trials identified by Arrowhead in its written notice to be transferred, Sarepta will transfer control to Arrowhead or its designee of such Clinical Trials and will continue to conduct such Clinical Trials after the effective date of termination, at Arrowhead's cost, for [\*\*\*] (or such longer period as either Party may reasonably request and is agreed by the other Party) to enable such transfer to be completed to Arrowhead or its designee without interruption of any such Clinical Trials. In no event will Sarepta be required to enroll patients in any such Clinical Trial except as may be otherwise agreed by the Parties or as is reasonably necessary to protect patients.

13.7.5. **Transfer of Sarepta Arising Know-How.** Promptly following the effective date of termination, Sarepta will provide to Arrowhead all Sarepta Arising Know-How that is included in the Reversion Technology for the applicable Terminated Products in the Field [\*\*\*] that are or have been the subject of Development or Commercialization hereunder as of the effective date of termination (in the form such Terminated Products exist as of the effective date of termination). [\*\*\*]

13.7.6. **Transfer of Regulatory Submissions and Regulatory Approvals.** Promptly following the effective date of termination, in accordance with and to the extent permissible under applicable Law, Sarepta, on behalf of itself and its Affiliates and, subject to Section

13.7.9 (Sublicense Survival), Sublicensees will assign to Arrowhead or Arrowhead's designee possession and ownership of all Regulatory Submissions and Regulatory Approvals for the applicable Terminated Products [\*\*\*] Controlled by such Person as of the effective date of such termination. In the event that Sarepta is unable to transfer and assign, or have transferred and assigned, to Arrowhead (or its designee) any such Regulatory Submissions or Regulatory Approvals, Sarepta, on behalf of itself and its Affiliates and, subject to Section 13.7.9 (Sublicense Survival), Sublicensees, hereby consents and grants to Arrowhead an exclusive (even as to Sarepta and its Affiliates and Sublicensees), fully-paid, royalty-free, irrevocable, perpetual, sublicensable, license and right of reference under such Regulatory Submissions and Regulatory Approvals (with the right to sublicense and grant further rights of reference) as necessary to Develop, Manufacture, Commercialize, and otherwise Exploit the applicable Terminated Products [\*\*\*]; provided, however, that Sarepta and its Affiliates will retain such licenses, rights of reference or other rights under such Regulatory Submissions and Regulatory Approvals to the extent necessary to enable Sarepta or its Affiliates to perform any obligations or exercise any rights that survive such termination of this Agreement as may be expressly provided in this Agreement. [\*\*\*]

- 13.7.7. **Continuation of Supply.** Upon Arrowhead's request, if (a) the effective date of termination is after the First Commercial Sale of any Terminated Product [\*\*\*] (b) as of the effective date of such termination, Sarepta or its Affiliates or Sublicensees are Manufacturing finished product with respect to the Terminated Products for Commercialization thereof [\*\*\*], and (c) as of the effective date of such termination, neither Arrowhead nor any of its Affiliates or (sub)licensees has obtained all necessary Regulatory Approvals to Manufacture such Terminated Products [\*\*\*] and procured or developed its own source of finished product supply with respect to such Terminated Products for Commercialization thereof [\*\*\*] then, at Arrowhead's option and at Arrowhead's cost and expense, Sarepta or its or its Affiliates or Sublicensees will supply to Arrowhead such finished product with respect to such Terminated Products for Commercialization [\*\*\*] for a period not to exceed [\*\*\*] following the applicable effective date of termination at a price equal to [\*\*\*].
- 13.7.8. **Third Party Agreements.** If Arrowhead so requests in writing, and to the extent permitted under Sarepta's obligations to Third Parties on the effective date of termination, Sarepta will assign to Arrowhead, and Arrowhead will assume, any Third Party agreements that solely relate to the Exploitation of the Terminated Products [\*\*\*] to which Sarepta is a party (excluding any master agreement that could relate to the Exploitation of compounds or products other than the Terminated Products, regardless of whether such master agreement does relate to any such Terminated Product at such time); provided that (a) if the assignment of any such Third Party agreement requires the consent of any Third Party, then Sarepta will not be obligated to assign such Third Party agreement unless and until such consent is obtained (it being understood that if so requested by Arrowhead in writing, Sarepta will, at Arrowhead's cost, use reasonable efforts to obtain any such consent as promptly as reasonably practicable under the circumstances), and (b) for any Third Party agreement for which such consent is not obtained or for any excluded master agreement, Sarepta will introduce Arrowhead to the counterparty of such agreement and provide such other reasonable assistance to Arrowhead to facilitate Arrowhead's negotiation of its direct contract with such counterparty.
- 13.7.9. **Sublicense Survival.** Arrowhead will, at the written election of any Sublicensee (solely to the extent such Sublicensee is not then in breach of the applicable sublicense agreement and solely where such sublicense agreement was entered into by Sarepta with such Sublicensee in accordance with the terms of this Agreement) within 60 days after termination of this Agreement (or such longer period mutually agreed between Arrowhead and such Sublicensee) grant a direct license to such terminated Sublicensee, which license will not be broader in license scope, territory, or duration than such sublicense agreement granted by Sarepta to such Sublicensee and not more burdensome

on Arrowhead in any material manner and no less favorable to Arrowhead than the financial terms of Article 7 (Payments).

- 13.7.10. **Sarepta Trademarks.** If, as of the effective date of termination, (a) Sarepta or any of its Affiliates owns any Trademarks that are used exclusively for the applicable Terminated Products [\*\*\*] and (b) such Trademarks have been approved by the Regulatory Authority in a country [\*\*\*] for use with such Terminated Products (such Trademarks, the “**Reversion Trademarks**”), then, at Arrowhead’s written request, Sarepta, on behalf of itself and its Affiliates, (i) will assign and transfer to Arrowhead, or (ii) solely in such jurisdictions where such assignment is not permitted by applicable Law or if the assignment in the foregoing clause (i) is not effective, hereby grants (without any further subsequent action required on the part of Arrowhead, but exercisable solely upon the date of such termination of this Agreement) to Arrowhead an [\*\*\*] license of, in each case (i) and (ii), all of Sarepta’s and its Affiliates’ rights, title, and interests in and to such Reversion Trademarks for the applicable country of [\*\*\*], pursuant to an agreement that the Parties will negotiate and enter into after such effective date of termination, which agreement will contain, to the extent applicable, indemnification obligations customary of such agreements applying to Arrowhead’s use of such Reversion Trademarks following such assignment or license, as applicable.
- 13.7.11. **Return of Confidential Information.** Except in the case of Arrowhead for any Confidential Information included in the Reversion Technology that is the subject of a Reversion License, as soon as reasonably practicable after the effective date of termination, each Party, at its cost, will promptly return to the other Party (or as directed by such other Party destroy and certify to such other Party in writing as to such destruction) all of such other Party’s Confidential Information that relates to the applicable Terminated Products [\*\*\*] and that was provided by or on behalf of such other Party hereunder that is in the possession or control of such Party (or any of its Affiliates, Sublicensees or Subcontractors), except that such Party will have the right to retain copies of intangible Confidential Information of such other Party for legal purposes in accordance with such Party’s internal compliance policies and may maintain records stored in accordance with automatic electronic archiving and back-up procedures until the ordinary course deletion thereof. Notwithstanding the return or destruction of any Confidential Information, the Parties will continue to be bound by their confidentiality obligations under this Agreement.
- 13.7.12. **Termination of Payment Obligations.** Except for any payment obligations under Section 13.7.13 (Sell-Off Right), as of the effective date of termination, all payment obligations hereunder with respect to the applicable Terminated Products [\*\*\*] shall terminate, other than those that are accrued and unpaid as of the effective date of such termination. For clarity, notwithstanding any other provision of this Agreement, Sarepta shall remain liable to pay any Milestone Payments and Royalties to Arrowhead for any Milestone Event occurring, or deemed to have occurred in accordance with the terms of this Agreement, and Net Sales booked by Sarepta or its Affiliates or its Sublicensees, in each case, on or before the later of (a) the effective date of such termination, or (b) if applicable, [\*\*\*] months following the effective date of such termination for any sales or dispositions of the applicable Terminated Product [\*\*\*] that occur during such [\*\*\*]-months period under Section 13.7.13 (Sell-Off Right).
- 13.7.13. **Sell-Off Right.** If the effective date of termination is after the First Commercial Sale of a Terminated Product [\*\*\*], then, to the extent permitted by applicable Law, Sarepta and its Affiliates and Sublicensees will have the right to sell or otherwise dispose of [\*\*\*], any inventory of the Terminated Products [\*\*\*] for a period of [\*\*\*] months following the effective date of such termination in accordance with the terms and conditions of this Agreement; *provided* that any revenue obtained from such disposal shall be treated as Net Sales and the provisions of Article 7 (Payments) shall apply to such Net Sales and, in the event that such sales result in the achievement of a Sales Milestone Event, the Sale Milestone Payment associated with such Sale Milestone Event will be owed and payable

to Arrowhead. Within [\*\*\*] days after the end of such [\*\*\*]-month period, Sarepta will notify Arrowhead of any quantity of Terminated Products [\*\*\*] remaining in Sarepta's, its Affiliates' or, subject to Section 13.7.9 (Sublicense Survival), its Sublicensees' inventory, and Arrowhead will have the right to purchase, in its discretion, any such quantities of the Licensed Products from Sarepta, its Affiliates or its Sublicensees at a supply price to be negotiated and agreed by the Parties.

13.7.14. **IP Files Transfer.** With respect to a Terminated Product [\*\*\*], (a) any Licensed Product-Specific Patent Rights Prosecuted and Maintained by Sarepta under Section 12.2.1(a) (Sarepta Right to Prosecute Patent Rights) or in respect of which Sarepta has engaged in the enforcement thereof or defense under Section 12.3.2(a) (Sarepta Right to Enforce), (b) any Arrowhead Platform Patent Rights for which Sarepta has exercised its Prosecution and Maintenance step-in rights under Section 12.2.2(b) (Arrowhead Right to Prosecute Patent Rights) or enforcement or defense step-in rights under Section 12.3.3(b) (Arrowhead Right to Enforce), and (c) if Arrowhead has elected to exercise its rights under Section 13.7.3 (Reversion License), any Sarepta Arising LC/LP Patent Rights and Joint Arising Patent Rights [\*\*\*] that Cover solely the Terminated Products included within the Reversion Technology under a Reversion License, in each case ((a), (b), and (c)), at Arrowhead's cost and expense, Sarepta will transfer to Arrowhead or its designee copies of filings, applications, correspondence and other related records received or generated by Sarepta in the course of exercising any Prosecution and Maintenance activities or enforcement or defense activities.

13.7.15. **Termination of Rights and Obligations.** Except as set forth in this Section 13.7 (Effects of Termination) and Section 13.9 (Survival; Effect of Expiration or Termination), (a) as of the applicable effective date of any termination of this Agreement in its entirety all rights and obligations of the Parties under this Agreement will terminate, and (b) as of the applicable effective date of any termination of this Agreement in part, all rights and obligations of the Parties under this Agreement with respect to the terminated Program and its Terminated Products [\*\*\*] will terminate.

13.8. [\*\*\*]

13.9. **Survival; Effect of Expiration or Termination.** In addition to the termination consequences set forth in Section 13.7 (Effects of Termination) (and any Sections referenced therein), the following provisions will survive the expiration or termination of this Agreement in its entirety for any reason: (a) Article 1 (Definitions) (in each case, solely with respect to defined terms that are used in surviving provisions); (b) Section 2.9.2(b)(iii) (Platform Third Party Rights), Section 3.2.2(b) (Transition Assistance), Section 3.2.3(b) (Transition of Category 2 Program and Category 3 Research & Development Activities), Section 3.2.4 ([\*\*\*]), Section 3.4.1 (Arrowhead Development Costs Reimbursement), Section 4.2.1(d) (Arrowhead Assistance), Section 5.1.1 (Category 1 Programs), Section 5.2 (Arrowhead Supply Obligation), Section 5.3 (Remaining Inventory), Section 5.4 (Manufacturing Technology Transfer), Section 8.3 (Milestone Payments), Section 8.4 (Royalties), Section 8.6 (Other Amounts Payable), Section 8.7 (Payment Terms), Section 12.3.7 (Allocation of Proceeds), and Section 8.3.1(f) ([\*\*\*]), in each case, solely with respect to any payment obligations that accrued prior to such expiration or termination of this Agreement but have not been paid; (c) Section 3.7 (Scientific Records) for a period of [\*\*\*] years following expiration or termination or such longer period as may be required by applicable Law; (d) Section 9.7 (Use of Name and Logo), Section 10.3 (Warranty Disclaimer), Sections 11.1 (Indemnification by Arrowhead) through and including Section 11.4 (Limitation of Liability), Section 12.1 (Inventions), Section 12.9 (Common Interest), and this Section 13.9 (Survival; Effect of Expiration or Termination), Article 15 (Dispute Resolution), and Article 16 (Miscellaneous); (e) Section 9.1 (Confidential Information) through and including Section 9.6 (Relationship to Confidentiality Agreement), in each case, solely for the term specified therein; (f) Section 11.5 (Insurance) for [\*\*\*] years following expiration or termination; (g) Section 12.2 (Prosecution and Maintenance of Patent Rights) solely with respect to Joint Arising Patent Rights (other than those Joint Arising Patent Rights that Arrowhead elects to assume control of pursuant to Section 13.7.3(b) (Reversion License)); (h) Section 2.1.1 (Exclusive License Grant to Sarepta)

solely in the case of expiration and not termination of this Agreement; (i) the last sentence of Section 13.1 (Term) solely in the case of expiration and not termination of this Agreement; and (j) any other provisions that, as apparent from their nature and context, are intended to continue or to remain (such as for interpretation purposes). Notwithstanding any provision to the contrary set forth in this Agreement, except as expressly set forth in Section 8.2 (Annual Fees), expiration or termination of this Agreement for any reason will not relieve the Parties of any liability or obligation that accrued hereunder prior to the effective date of such termination or expiration, nor preclude either Party from pursuing all rights and remedies it may have hereunder or at law or in equity, with respect to any breach of this Agreement.

#### 14. EFFECTIVENESS

14.1. **Effective Date.** Except for the Parties' obligations under Section 3.6.1(a) (Category 1 Program Transition), Article 9 (Confidentiality and Publication), Article 10 (Representations, Warranties, and Covenants), and this Article 14 (Effectiveness), which will be effective as of the Execution Date, this Agreement will not become effective until the first Business Day after the Antitrust Clearance Date (the "**Effective Date**"); *provided* that the Effective Date will not occur if either Party exercises its termination right under Section 14.3 (Outside Date) prior to the Antitrust Clearance Date. On the Effective Date, Arrowhead will provide to Sarepta an updated version of **Schedule 10.2** (Exceptions to the Representations and Warranties by Arrowhead) to the extent required as a result of Arrowhead making anew as of the Effective Date the representations and warranties of Section 10.2 (Additional Representations and Warranties by Arrowhead).

#### 14.2. Filing.

14.2.1. Each Party will, within 10 Business Days following the Execution Date, file the notification and report forms required under all Antitrust Laws. The Parties will use reasonable best efforts to cooperate with one another to the extent necessary in the preparation and execution of all such documents that are required to be filed pursuant to the Antitrust Laws. Each Party will be responsible for its own costs and expenses associated with any such filing pursuant to the Antitrust Laws. The Parties will each use reasonable best efforts to ensure that any applicable waiting period under the Antitrust Laws expires or is terminated as soon as practicable and to obtain any necessary approvals or consents under any applicable Antitrust Laws, at the earliest possible date after the date of filing, and in any event prior to the one year anniversary of the Execution Date. Notwithstanding any provision to the contrary set forth in this Agreement, nothing in this Agreement (including this Section 14.2 (Filing)) will require either Party or any of its Affiliates to (a) disclose to the other Party or any of its Affiliates any information that is subject to obligations of confidentiality or non-use owed to Third Parties (nor will either Party be required to conduct joint meetings with any Governmental Authority in which such information is intended to be disclosed) in connection with any Antitrust Filing, (b) commit to any consent decree or similar undertaking, or any divestiture, license (in whole or in part), or any arrangement to hold separate (or any similar arrangement) with respect to any of its products or assets, or (c) litigate. If a Party receives a request for information or documentary material from any Governmental Authority with respect to this Agreement or the transactions contemplated hereby, including a Second Request for Information under the HSR Act, then such party shall in good faith make, or cause to be made, as soon as reasonably practicable and after consultation with the other party, a response that is, at a minimum, in substantial compliance with such request.

14.2.2. In furtherance of the foregoing, each Party shall consult and cooperate with the other Party, including: (a) promptly notify the other Party of, and if in writing, furnish the other Party with copies of, any communications from or with any Governmental Authority with respect to this Agreement; (b) permit the other Party to review and discuss in advance, and consider in good faith the view of the other in connection with, any proposed substantive written or oral communication with any Governmental Authority; (c) not participate in any substantive meeting or have any substantive communication with any

Governmental Authority unless it has given the other Party a reasonable opportunity to consult with it in advance and, to the extent permitted by such Governmental Authority, gives the other Party the opportunity to attend; (d) furnish the other Party's outside legal counsel with copies of all filings and communications between it and any such Governmental Authority with respect to this Agreement; provided, however, that such material may be redacted as necessary to (i) comply with contractual arrangements, (ii) address legal privilege concerns, and (iii) comply with Law; and (e) furnish the other Party's outside legal counsel with such necessary information and reasonable assistance as the other Party's outside legal counsel may reasonably request in connection with its preparation of submissions of information to any such Governmental Authority. The Parties may, as they deem advisable and necessary, designate any competitively sensitive materials provided to the other Party under this Section 14.2 (Filing) as "outside counsel only." Such materials and the information contained therein shall be given only to outside counsel and outside economic consultants of the recipient and will not be disclosed by such outside counsel or outside economic consultants to employees, officers, or directors of the recipient without the advance written consent of the Party providing such materials. Notwithstanding anything to the contrary in this Section 14.2 (Filing), materials provided to the other Party or its outside legal counsel may be redacted to remove references concerning the valuation of the Licensed Compounds or Licensed Products.

**14.3. Outside Date.** This Agreement will terminate at the election of either Party, immediately upon written notice by such Party to the other Party, in the event that the Antitrust Clearance Date has not occurred on or prior to the one year anniversary of the Execution Date and the Parties have not agreed in writing to extend the Antitrust Clearance Date. In the event of such termination, this Agreement will be of no further force and effect.

## **15. DISPUTE RESOLUTION**

**15.1. Exclusive Dispute Resolution Mechanism.** The Parties agree that, except as expressly set forth in Section 7.5 (Resolution of Committee Disputes), the procedures set forth in this Article 15 (Dispute Resolution) will be the exclusive mechanism for resolving any dispute, controversy, or claim between the Parties arising out of or relating to this Agreement (whether based on contract, tort or otherwise) (each, a "**Dispute**," and collectively, the "**Disputes**") that is not resolved through good faith negotiation between the Parties pursuant to Section 15.2 (Resolution by Executive Officers). For the avoidance of doubt, this Article 15 (Dispute Resolution) will not apply with respect to any decision under the purview of the JSC, for which final decision-making authority is set forth in Section 7.5 (Resolution of Committee Disputes).

**15.2. Resolution by Executive Officers.** Except as expressly set forth in Section 7.5 (Resolution of Committee Disputes) or as provided in Section 15.5 (Preliminary Injunctions), in the event of any Dispute regarding the construction or interpretation of this Agreement, or any right, obligation, or liability of either Party hereunder, the Parties will first attempt in good faith to resolve such Dispute by negotiation and consultation between themselves. In the event that such Dispute is not resolved on an informal basis within [\*\*\*] Business Days, either Party may, by written notice to the other Party, refer the Dispute to the Executive Officers of the Parties for attempted resolution by good faith negotiation within [\*\*\*] days after such notice is received. If the Executive Officers cannot resolve the Dispute within such [\*\*\*]-day period, then (a) if the Dispute has been expressly stated in this Agreement to be resolved pursuant to expedited arbitration, it will be resolved in accordance with Section 15.3 (Expedited Arbitration), or (b) with respect to any other Dispute, either Party will have the right to pursue any and all remedies available at law or equity consistent with Section 15.4 (Litigation), *provided, however*, that any Dispute with respect to (i) the scope, construction, validity, or enforceability of any Patent Right or Trademark relating to a Licensed Product will be resolved by litigation in accordance with Section 15.6 (Patent and Trademark Disputes) or (ii) any antitrust, anti-monopoly, or competition law or regulation, whether or not statutory may be submitted in any court of competent jurisdiction over such Dispute.

- 15.3. Expedited Arbitration.** Any Dispute remaining unresolved after escalation to the Parties' respective Executive Officers in accordance with Section 15.2 (Resolution by Executive Officers) or expressly stated in this Agreement to be resolved pursuant to expedited arbitration will be resolved pursuant to the following procedures of this Section 15.3 (Expedited Arbitration).
- 15.3.1. For purposes of arbitration under this Section 15.3 (Expedited Arbitration), the arbitration will be administered by JAMS pursuant to its rules then in effect at the time of submission for such proceedings, as modified by this Section 15.3 (Expedited Arbitration). The arbitration will be governed by the Laws of the State of New York, without giving effect to any choice of law principles that would require the application of the laws of a different state or jurisdiction. The arbitration will be heard and determined by a single arbitrator appointed by agreement of the Parties or, failing such mutual agreement, by JAMS, and who will be a single independent, conflict-free arbitrator having the requisite pharmaceutical and biotechnology industry experience (such arbitrator, the "**Arbitrator**"). The Parties may select a different Arbitrator for each Dispute depending on the nature of the issues presented and desired expertise. The arbitration will be conducted as a "baseball" form of binding arbitration conducted by the Arbitrator.
- 15.3.2. No later than [\*\*\*] Business Days after the Arbitrator's appointment, each Party will submit to both the Arbitrator and the other Party a detailed written proposal setting forth its proposed resolution of such Dispute. The Parties will also provide to the Arbitrator a copy of this Agreement, as may have been amended at such time in accordance with Section 16.4 (Entire Agreement; Amendments).
- 15.3.3. No later than five Business Days after the delivery of the Parties' detailed written proposals to the Arbitrator, each Party will submit to both the Arbitrator and the other Party a legal brief (and any exhibits) explaining and supporting the Party's detailed written proposal, which legal brief will be no more than 30 pages.
- 15.3.4. There will be no discovery and there will be no hearing, although such arbitration proceeding will be deemed to have its seat in New York, New York, and all arbitration proceedings will be conducted in the English language.
- 15.3.5. No later than [\*\*\*] Business Days after the submission of the Parties' legal briefs, the Arbitrator will select one of the two detailed written proposals (without modification) provided by the Parties that the Arbitrator believes is most consistent with the intention underlying the agreed principles set forth in this Agreement. The decision of the Arbitrator will be final and unappealable. The detailed written proposal selected by the Arbitrator will automatically be binding on the Parties.
- 15.3.6. The Arbitrator will select one of the two detailed written proposals and may not combine elements of both detailed written proposals or make any other modifications to the selected detailed written proposal.
- 15.3.7. Each Party will bear its own attorneys' fees, costs, and disbursements arising out of the arbitration, and will pay an equal share of the fees and costs of the Arbitrator.
- 15.4. Litigation.** Except for Disputes expressly specified in this Agreement to be resolved pursuant to Section 15.3 (Expedited Arbitration) or Section 15.6 (Patent and Trademark Disputes), unless otherwise prohibited by applicable Law, any unresolved Dispute that was subject to Section 15.2 (Resolution by Executive Officers) will be brought exclusively in the state courts of the State of New York in the Borough of Manhattan or the federal courts in the United States District Court for the Southern District of New York, and in no other jurisdiction. Each Party hereby irrevocably consents to personal jurisdiction and venue in, and irrevocably agrees to service of process issued or authorized by any such court in any such action or proceeding. The Parties hereby irrevocably waive any objection that they may now have or hereafter have to the laying of venue in the state courts of the State of New York in the Borough of Manhattan or the federal

courts in the United States District Court for the Southern District of New York in any such action or proceeding, and hereby irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. The Parties hereby agree that any final judgment rendered by any such federal or state court of New York in any action or proceeding involving any Dispute, from which no appeal can be or is taken, may be enforced by the prevailing Party in any court of competent jurisdiction.

- 15.5. **Equitable Relief.** The Parties agree that monetary damages may not be a sufficient remedy for any breach of this Agreement. Notwithstanding any provision to the contrary set forth in this Agreement, in the event of an actual or threatened breach of a Party's obligations under this Agreement, a Party may seek a temporary restraining order, preliminary injunction, or other equitable relief from any court of competent jurisdiction in order to prevent immediate and irreparable injury, loss, or damage on a provisional basis.
- 15.6. **Patent and Trademark Disputes.** Notwithstanding any provision to the contrary set forth in this Agreement, any and all issues regarding the scope, construction, validity, and enforceability of any Patent Rights or Trademark relating to a Licensed Compound or Licensed Product that is the subject of this Agreement will be determined in a court or other tribunal, as the case may be, of competent jurisdiction under the applicable patent or trademark laws of the country in which such Patent Rights or Trademark rights were granted or arose.
- 15.7. **Payment Tolling.** During the pendency of any Dispute resolution proceeding between the Parties under this Article 15 (Dispute Resolution) regarding the obligation to make any payment under this Agreement from one Party to the other Party (in whole or in part), the obligation to make such payment will be tolled until the final outcome of such Dispute has been established.
- 15.8. **Confidentiality.** Any and all activities conducted under this Article 15 (Dispute Resolution), including any and all proceedings and decisions hereunder, will be deemed Confidential Information of each of the Parties, and will be subject to Article 9 (Confidentiality and Publication) to the extent applicable in accordance with Law.

## 16. MISCELLANEOUS

### 16.1. Assignment.

- 16.1.1. **General.** Neither Party may assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, *except* that a Party may make such an assignment without the other Party's consent to (a) an Affiliate pursuant to Section 16.13 (Performance by Affiliates), *provided* that such assigning Party will remain responsible for such Affiliate's conduct and compliance with its obligations under this Agreement, or (b) a Third Party as a successor to all or substantially all of the business of such Party to which this Agreement relates, whether in a merger, sale of stock, acquisition, sale of assets or similar transaction or series of related transactions, *provided* that such transaction is not primarily for the benefit of such Party's creditors, [\*\*\*]. Any successor or assignee of any right or obligation permitted hereunder will, in writing to the other Party, expressly assume performance of such right or obligation. Any permitted assignment will be binding on the successors of the assigning Party. Any assignment or attempted assignment by either Party in violation of the terms of this Section 16.1.1 (General) will be null, void, and of no legal effect.
- 16.1.2. **Securitization Transaction.** Notwithstanding any provision to the contrary in Section 16.1.1 (General) or elsewhere in this Agreement, Arrowhead may assign to a Third Party its right to receive the Milestone Payments and the Royalties (such assignment, a "**Securitization Transaction**"). In connection with a contemplated Securitization Transaction and after the closing of any such Securitization Transaction, Arrowhead may disclose to such Third Party the royalty reports contemplated under Section 8.7.2 (Reports and Royalty Payments), without the prior written consent of Sarepta, to the

extent reasonably necessary to enable such Third Party to evaluate the Securitization Transaction opportunity (*provided* that such Third Party is under obligations of confidentiality and non-use with respect to Confidential Information included in such reports and plans that are no less protective or restrictive than the terms of Article 9 (Confidentiality and Publication) (but of duration customary in confidentiality agreements entered into for a similar purpose)), and to enable such Third Party to exercise its rights with respect to such Securitization Transaction, as applicable. As part of any consummated Securitization Transaction, subject to the terms of this Section 16.1.2 (Securitization Transaction), Arrowhead may assign, without the prior written consent of Sarepta, its right to receive the royalty reports and to conduct audits under, respectively, Section 8.7.2 (Reports and Royalty Payments) and Section 8.7.3 (Records and Audits) to the counterparty in such Securitization Transaction, and to allow such counterparty to exercise its rights under such Sections. Arrowhead agrees to provide written notice to Sarepta of any process run by or on behalf of Arrowhead involving a Securitization Transaction and to negotiate in good faith with Sarepta should Sarepta elect to submit a bid for such Securitization Transaction, *provided* that Arrowhead will in no way be precluded from soliciting other bids and conducting contemporaneous negotiations with other Third Party bidders for such Securitization Transaction.

**16.2. Section 365(n) of the Bankruptcy Code.** All rights and licenses now or hereafter granted under or pursuant to this Agreement by a Party to the other are and will otherwise be deemed to be, for purposes of Section 365(n) of the Bankruptcy Code, a license of a right to “intellectual property” as defined in the Bankruptcy Code. Upon the filing or institution of bankruptcy, reorganization, liquidation, or receivership proceedings, upon the appointment of a receiver or trustee over all or substantially all property, or upon an assignment of a substantial portion of the assets for the benefit of creditors by a Party, such Party agrees that the other Party, as licensee of such rights under this Agreement, will retain and may fully exercise all of its rights and elections under the Bankruptcy Code. Subject to Section 365 of the Bankruptcy Code, each Party will, during the Term, create and maintain current copies or, if not amenable to copying, other appropriate embodiments, to the extent feasible, of all intellectual property rights licensed under this Agreement. Each Party acknowledges and agrees that “embodiments” of intellectual property rights within the meaning of Section 365(n) include laboratory notebooks, cell lines, product samples, and inventory, research studies and data, all Regulatory Approvals (and all applications for Regulatory Approval) and rights of reference therein, in each case, to the extent licensed by a Party to the other Party hereunder, as well as the Arrowhead Technology and the Sarepta Licensed Technology (as the case may be), and all information related to the Arrowhead Technology and the Sarepta Licensed Technology (as the case may be). If (a) a case under the Bankruptcy Code is commenced by or against the debtor Party, (b) this Agreement is rejected as provided in the Bankruptcy Code and (c) the non-debtor Party elects to retain its rights hereunder as provided in Section 365(n) of the Bankruptcy Code and upon written request of the non-debtor Party, then:

16.2.1. the non-debtor Party will be authorized to retain and exercise its rights under this Agreement (including a right to enforce any exclusivity provision contained herein) to intellectual property rights (including all embodiments thereof to the extent protected by applicable non-bankruptcy law) licensed hereunder and held by the debtor Party as such rights existed immediately before the commencement of the case referenced in Section 13.4 (Termination for Bankruptcy), subject to the provisions of Section 365(n) of the Bankruptcy Code related to, among other things, payment of the royalties and waiver of rights to setoff and any claim allowable under Section 503(b) of the Bankruptcy Code related to the performance of this Agreement, but neither such provision nor such performance by the non-debtor Party will release the debtor Party from liability resulting from rejection of the license or the failure to perform such obligations;

16.2.2. to the extent provided herein, the debtor Party will provide to the non-debtor Party any intellectual property (including any applicable embodiment) held by the debtor Party; and

16.2.3. the debtor Party will not interfere with the non-debtor Party's rights under this Agreement, or any agreement supplemental hereto, with respect to such intellectual property rights (including such embodiments), including any right to obtain such intellectual property rights (or such embodiments) from another entity, to the extent provided in Section 365(n) of the Bankruptcy Code.

- 16.3. Governing Law.** This Agreement was prepared in the English language, which language will govern the interpretation of, and any Dispute regarding, the terms of this Agreement. This Agreement and all Disputes arising out of or related to this Agreement or any breach hereof will be governed by and construed under the laws of the State of New York, without giving effect to any choice of law principles that would require the application of the laws of a different state or jurisdiction. Notwithstanding any other provision in this Agreement, the Parties expressly reject the application to this Agreement, all transactions and activities contemplated hereby, and all Disputes of (a) the United Nations Convention on Contracts for the International Sale Of Goods, and (b) the 1974 Convention on the Limitation Period in the International Sale of Goods, as amended by that certain Protocol, concluded at Vienna, Austria on April 11, 1980.
- 16.4. Entire Agreement; Amendments.** This Agreement, including the Exhibits and Schedules hereto, set forth the complete, final, and exclusive agreement and all the covenants, promises, agreements, warranties, representations, conditions, and understandings between the Parties hereto with respect to the subject matter hereof and supersedes, as of the Effective Date, all prior and contemporaneous agreements and understandings between the Parties with respect to the subject matter hereof. There are no covenants, promises, agreements, warranties, representations, conditions, or understandings, either oral or written, between the Parties other than as are set forth herein and therein. No subsequent alteration, amendment, change, or addition to this Agreement will be binding upon the Parties unless reduced to a writing explicitly stating the Parties' intent to amend this Agreement that is signed by an authorized officer of each Party. If there is any inconsistency between the body of this Agreement and either any Exhibits or Schedules to this Agreement or any subsequent agreements ancillary to this Agreement, then, unless otherwise expressly stated to the contrary in such Exhibit, Schedule or ancillary agreement, the terms contained in this Agreement will control.
- 16.5. Severability.** If any one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable by any court or tribunal of competent jurisdiction from which no appeal can be or is taken, then the provision will be considered severed from this Agreement and will not serve to invalidate any remaining provisions hereof. The Parties will make a good faith effort to replace any invalid or unenforceable provision with a valid and enforceable one such that the objectives contemplated by the Parties when entering this Agreement may be realized.
- 16.6. Headings.** The captions to the Sections hereof are not a part of this Agreement, but are merely for convenience to assist in locating and reading the several Sections hereof.
- 16.7. Interpretation.** Except where the context otherwise requires, wherever used, the singular will include the plural, the plural will include the singular, and the use of any gender will be applicable to all genders. Whenever this Agreement refers to a number of days without using a term otherwise defined herein, such number refers to calendar days. The captions of this Agreement are for the convenience of reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement. The terms "including," "include," "includes," or "for example" will not limit the generality of any description preceding such term and as used herein will have the same meaning as "including, but not limited to" or "including, without limitation." The word "will" will be construed to have the same meaning and effect as the word "shall." References to any specific law, rule or regulation, or article, section or other division thereof, will be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof. The term "or" will be interpreted in the inclusive sense commonly associated with the term "and/or." Any reference herein to any person or entity will be construed to include the person's or entity's successors and assigns. The words "herein," "hereof," and "hereunder", and words of similar import, will be construed to refer to this Agreement in its entirety and not any particular

provision. The word “notice” means notice in writing (whether or not specifically stated) and will include notices, consents, approvals, and other written communications contemplated under this Agreement. References to “**Section**” or “**Sections**” are references to the numbered sections of this Agreement, unless expressly stated otherwise. All dollars are US Dollars. Unless the context otherwise requires, countries will include territories. Except as otherwise expressly set forth in this Agreement, when applied to Sarepta, the phrases “at its own cost and expense,” “at its sole cost and expense,” “at its cost and expense,” and similar phrases used in this Agreement do not preclude the possibility that Sarepta may share such costs or expenses with a Third Party. The language of this Agreement will be deemed to be the language chosen by the Parties and no rule of strict construction will be applied against either Party hereto. Each Party represents that it has been represented by legal counsel in connection with this Agreement and acknowledges that it has participated in the drafting hereof. In interpreting and applying the terms and provisions of this Agreement, the Parties agree that no presumption will apply against the Party which drafted such terms and provisions.

- 16.8. Waiver and Non-Exclusion of Remedies.** Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver will be effective unless set forth in a written instrument duly executed by or on behalf of such Party waiving such term or condition. The waiver by either Party of any right hereunder or of the failure to perform or of a breach by the other Party will not be deemed a waiver of any other right hereunder or of any other breach or failure by such other Party whether of a similar nature or otherwise. The rights and remedies provided herein are cumulative and do not exclude any other right or remedy provided by Law or otherwise available except as expressly set forth herein.
- 16.9. Notices.** All notices and other communications given or made pursuant hereto will be in writing and will be deemed to have been duly given on the date delivered, if delivered personally, or on the next Business Day after being sent by reputable overnight courier (with delivery tracking provided, signature required, and delivery prepaid), in each case, to the Parties at the following addresses, or on the date sent (and confirmed by confirmatory return email and by a hard copy delivered by reputable overnight courier (with delivery tracking provided, signature required, and delivery prepaid)) to the email address and address specified below (or at such other address, or email address for a Party as will be specified by notice given in accordance with this Section 16.9 (Notices)).

If to Arrowhead, to: Arrowhead Pharmaceuticals, Inc.  
177 E. Colorado Blvd., Suite 700  
Pasadena, CA 91105  
Attention: General Counsel  
Email: [\*\*\*]

With a copy (which will not constitute notice) to: Gibson Dunn & Crutcher LLP  
One Embarcadero Center Suite 2600  
San Francisco, CA 94111-3715  
Attention: Karen A. Spindler  
Email: [\*\*\*]

If to Sarepta, to: Sarepta Therapeutics, Inc.  
215 First Street  
Cambridge, MA 02142  
Attention: General Counsel  
Email: [\*\*\*]

With a copy (which will not constitute notice) to: Ropes & Gray LLP  
Prudential Tower  
800 Boylston Street  
Boston, MA 02199-3600  
Attention: Hannah H. England  
Email: [\*\*\*]

16.10.

- 16.11. Force Majeure.** Each Party will be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by Force Majeure and such nonperforming Party promptly provides written notice of the prevention to the other Party. The affected Party also will provide a good faith estimate of the period for which its failure or delay in performance under this Agreement is expected to continue based on currently available information and will undertake reasonable efforts necessary to mitigate and overcome such Force Majeure event and resume normal performance of its obligations hereunder as soon as a reasonably practicable under the circumstances. If the Force Majeure event continues, the affected Party will update such notice to the other Party on a weekly basis, or more frequently if requested by the other Party, to provide updated summaries of its mitigation efforts and its estimates of when normal performance under the Agreement will be able to resume. Without limiting the affected Party's foregoing obligations, such excuse will be continued so long as the condition constituting Force Majeure continues and such affected Party is exercising reasonable efforts to remedy the Force Majeure. If a Force Majeure persists for more than [\*\*\*] days, then the Parties will discuss in good faith a modification of the Parties' obligations under this Agreement in order to mitigate the delays caused by such Force Majeure.
- 16.12. Relationship of the Parties.** It is expressly agreed that Arrowhead, on the one hand, and Sarepta, on the other hand, will be independent contractors and that the relationship between the two Parties will not constitute a partnership, joint venture, or agency, including for tax purposes. Neither Arrowhead nor Sarepta will have the authority to make any statements, representations, or commitments of any kind, or to take any action that will be binding on the other, without the prior written consent of the other Party to do so. All Persons employed by a Party will be employees of that Party and not of the other Party and all expenses and obligations incurred by reason of such employment will be for the account and expense of such Party.
- 16.13. Further Assurances.** Each Party will duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things,

including the filing of such assignments, agreements, documents, and instruments, as may be necessary or as the other Party may reasonably request, and at such other Party's cost and expense, in connection with this Agreement or to carry out more effectively the provisions and purposes hereof.

- 16.14. Performance by Affiliates.** Each Party may discharge any obligations and exercise any rights hereunder through delegation of its obligations or rights to any of its Affiliates. Each Party hereby guarantees the performance by its Affiliates of such Party's obligations under this Agreement and will cause its Affiliates to comply with the provisions of this Agreement in connection with such performance.
- 16.15. Binding Effect; No Third Party Beneficiaries.** As of the Effective Date, this Agreement will be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Except as expressly set forth in this Agreement, no Person other than the Parties and their respective Affiliates and permitted assignees hereunder will be deemed an intended beneficiary hereunder or have any right to enforce any obligation of this Agreement.
- 16.16. Expenses.** Except as otherwise provided herein, all fees, costs, and expenses (including any legal, accounting and banking fees) incurred in connection with the preparation, negotiation, execution and delivery of this Agreement and to consummate the transactions contemplated hereby will be paid by the Party hereto incurring such fees, costs, and expenses.
- 16.17. 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. This Agreement may be executed by facsimile, .pdf, or other electronically transmitted signatures and such signatures will be deemed to bind each Party as if they were the original signatures.

*[THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK]*

IN WITNESS WHEREOF, the Parties have caused this Exclusive License and Collaboration Agreement to be executed by their duly authorized representatives as of the Execution Date.

**SAREPTA THERAPEUTICS, INC.**

BY: /s/ Doug Ingram

NAME: Doug Ingram

TITLE: President and Chief Executive Officer

**ARROWHEAD PHARMACEUTICALS, INC.**

BY: /s/ Christopher Anzalone, PhD

NAME: Christopher Anzalone, PhD

TITLE: President and Chief Executive Officer

CERTAIN INFORMATION IN THIS DOCUMENT, MARKED BY [\*\*], HAS BEEN EXCLUDED PURSUANT TO REGULATION S-K, ITEM 601(b)(10)(iv). SUCH EXCLUDED INFORMATION IS NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

AMENDMENT NO. 1 TO FINANCING AGREEMENT

AMENDMENT NO. 1 TO FINANCING AGREEMENT (this “Agreement”), dated as of November 26, 2024, is entered into by and among ARROWHEAD PHARMACEUTICALS, INC., a Delaware corporation (the “Borrower”), the Guarantor Subsidiary, SIXTH STREET LENDING PARTNERS, as administrative agent (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”), and the Lenders (as defined below) party to this Agreement. Unless otherwise indicated herein, all capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided to such terms in the Financing Agreement referred to below.

WITNESSETH:

WHEREAS the Borrower, the Subsidiary Guarantor, the lenders party thereto (the “Lenders”) (which Lenders constitute the Required Lenders under the Existing Financing Agreement), and the Administrative Agent have entered into that certain Financing Agreement, dated as of August 7, 2024 (the “Existing Financing Agreement” and, the Existing Financing Agreement after giving effect to this Agreement, the “Financing Agreement”);

WHEREAS, the Borrower has requested that the Administrative Agent and the Lenders agree to amend certain provisions of the Existing Financing Agreement as more particularly set forth below, and the Administrative Agent and the Lenders are willing, subject to the occurrence of the Agreement Effective Date, to effect such amendment as provided in, and on the terms and conditions contained in, this Agreement; and

WHEREAS, the Borrower has requested that the Administrative Agent and the Lenders agree to amend and restate the Fee Letter, and the Administrative Agent and the Lenders are willing, subject to the occurrence of the Agreement Effective Date, to effect such amendment and restatement of the Fee Letter.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

SECTION 1. Amendment to the Existing Financing Agreement. Subject to the terms and conditions of this Agreement, including, without limitation, the conditions to effectiveness set forth in Section 2 below: the Existing Credit Agreement is hereby amended to delete the stricken text (indicated textually in the same manner as the following example: ~~stricken text~~) and to add the underlined text (indicated textually in the same manner as the following example: underlined text) as set forth in the pages attached hereto as Exhibit A.

SECTION 2. Effectiveness. This Agreement (including the amendments contained in Section 1 of this Agreement) shall become effective on the date when the following conditions shall have been satisfied or waived (such date, the “Agreement Effective Date”):

(a) Loan Documents. The Administrative Agent and the Lenders shall have received this Agreement, executed and delivered by the Administrative Agent, the Borrower, the Guarantor and the Lenders.

(b) No Default or Event of Default. As of the Agreement Effective Date, immediately prior to or after giving effect to the transactions contemplated by this Agreement, no event shall have occurred and be continuing or would result from the consummation of the transactions contemplated by this Agreement that would constitute an Event of Default or a Default.

(c) Sarepta Transactions. The Sarepta Transactions shall have been consummated in accordance with the Sarepta Agreements, including the payment of the Sarepta Upfront Payment.

SECTION 3. Miscellaneous.

(a) On and after the Agreement Effective Date, each reference in the Financing Agreement to “this Agreement,” “herein,” “hereto”, “hereof” and “hereunder” or words of like import referring to the Financing Agreement, and each reference in the Notes and each of the other Loan Documents to “the Financing Agreement”, “thereunder”, “thereof” or words of like import referring to the Financing Agreement, shall mean and be a reference to the Financing Agreement, as modified by this Agreement.

(b) The Financing Agreement and each of the other Loan Documents, as specifically modified by this Agreement, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

(c) This Agreement is a Loan Document as defined in the Financing Agreement.

(d) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

(e) Section and subsection headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

(f) This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery by e-mail or other electronic transmission of an executed counterpart

of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

(g) Each of the Lenders hereby consents to the execution and delivery by the Administrative Agent of, and hereby directs the Administrative Agent to so execute and deliver, this Agreement.

SECTION 4. Incorporation by Reference. The terms and provisions of Sections 10.11, 10.16, 10.18 and 10.19 of the Existing Financing Agreement are hereby incorporated herein by reference, mutatis mutandis, with the same force and effect as if fully set forth herein, and the parties hereto agree to such terms.

SECTION 5. Entirety. This Agreement shall embody the entire agreement among the parties hereto and supersede all prior agreements and understandings, oral or written, if any, relating to the subject matter hereof

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the transactions contemplated hereby and thereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 7. Tax Treatment. The parties hereto agree that the modification of the Loans does not give rise to a “significant modification” within the meaning of Section 1.1001-3 of the Treasury Regulations for U.S. federal income and any other applicable Tax purposes, unless otherwise required by a “final determination” within the meaning of Section 1313(a)(1) of the Code.

SECTION 8. Release. By its execution hereof and in consideration of the agreements contained in this Agreement and other good and valuable consideration, each Loan Party (for itself and its Subsidiaries and Affiliates and the successors, assigns, heirs and representatives of each of the foregoing) (collectively, the “Releasors”) does hereby fully, finally, unconditionally and irrevocably release, waive and forever discharge the Administrative Agent and the Lenders, together with their respective Affiliates, and each of the directors, officers, employees, agents, attorneys and consultants of each of the foregoing

(collectively, the “Released Parties”), from any and all debts, claims, allegations, obligations, damages, costs, attorneys' fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Releasor has heretofore had or now or hereafter can, shall or may have against any Released Party by reason of any act, omission or thing whatsoever done or omitted to be done, in each case, on or prior to the date of this Agreement first set forth above directly arising out of, connected with or related to this Agreement or any other Loan Document, or any act, event or transaction related or attendant thereto, or the agreements of the Administrative Agent or any Lender contained therein, or the possession, use, operation or control of any of the assets of any Loan Party, or the making of any Loans or other advances, or the management of such Loans or other advances or the Collateral. Each Loan Party represents and warrants that it has no knowledge of any claim by any Releasor against any Released Party or of any facts or acts or omissions of any Released Party which on the date hereof would be the basis of a claim, in each case, on or prior to the date of this Agreement first set forth above directly arising out of, connected with or related to this Agreement or any other Loan Document, by any Releasor against any Released Party which would not be released hereby.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

**BORROWER:**

**ARROWHEAD PHARMACEUTICALS,  
INC.**

By: /s/ Kenneth A. Myszkowski  
Name: Kenneth A. Myszkowski  
Title: Chief Financial Officer

**GUARANTOR SUBSIDIARY:**

**ARROWHEAD MADISON INC.**

By: /s/ Kenneth A. Myszkowski  
Name: Kenneth A. Myszkowski  
Title: Chief Financial Officer

SIXTH STREET LENDING PARTNERS,  
as Administrative Agent

By: /s/ Robert (Bo) Stanley  
Name: Robert (Bo) Stanley  
Title: Vice President

[Signature Page to Amendment No. 1 to Financing Agreement]

---

SIXTH STREET LENDING  
PARTNERS,  
as Lender

By: /s/ Robert (Bo) Stanley  
Name: Robert (Bo) Stanley  
Title: Vice President

TAO LATENTS, LLC,  
as Lender

By: /s/ Robert (Bo) Stanley  
Name: Robert (Bo) Stanley  
Title: Vice President

OPPS V TALENTS, LLC,  
as Lender

By: /s/ Robert (Bo) Stanley  
Name: Robert (Bo) Stanley  
Title: Vice President

SIXTH STREET SPECIALTY  
LENDING, INC.  
as Lender

By: /s/ Robert (Bo) Stanley  
Name: Robert (Bo) Stanley  
Title: President

EXHIBIT A  
[Attached]

THE FOLLOWING INFORMATION IS SUPPLIED SOLELY FOR U.S. FEDERAL INCOME TAX PURPOSES. THE LOANS UNDER THIS AGREEMENT ARE TREATED AS HAVING **BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT (“OID”) WITHIN THE MEANING OF SECTION 1273 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”)**, AND THIS LEGEND IS REQUIRED BY SECTION 1275(c) OF THE CODE. INFORMATION INCLUDING THE ISSUE PRICE, THE AMOUNT OF ORIGINAL ISSUE DISCOUNT, THE ISSUE DATE AND THE YIELD TO MATURITY WILL BE PROVIDED IN WRITING TO A LENDER PROMPTLY UPON REQUEST TO THE BORROWER AT 177 E. COLORADO BLVD, SUITE 700, PASADENA, CALIFORNIA 91105, ATTN: CHIEF FINANCIAL OFFICER, EMAIL: CFO@arrowheadpharma.com.

FINANCING AGREEMENT

dated as of August 7, 2024,  
as amended by Amendment No. 1 to Financing Agreement, dated as of November 26, 2024

among

ARROWHEAD PHARMACEUTICALS, INC.,  
as Borrower,

CERTAIN SUBSIDIARIES OF BORROWER,  
as Guarantors,

VARIOUS LENDERS FROM TIME TO TIME PARTY HERETO,

AND

SIXTH STREET LENDING PARTNERS,  
as Administrative Agent

---

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I DEFINITIONS AND INTERPRETATION .....	1
Section 1.1    Definitions .....	1
Section 1.2    Accounting and Other Terms.....	49
Section 1.3    Interpretation, Etc. ....	50
Section 1.4    Time References .....	51
Section 1.5    Certain Matters of Construction.....	51
 ARTICLE II LOANS .....	 52
Section 2.1    Term Loans .....	52
Section 2.2    Use of Proceeds .....	54
Section 2.3    Evidence of Debt; Register; Lenders' Books and Records; Notes .....	54
Section 2.4    Interest .....	55
Section 2.5    [Reserved].....	55
Section 2.6    Default Interest .....	55
Section 2.7    Fees .....	55
Section 2.8    Repayment of Term Loans .....	55
Section 2.9    Voluntary Prepayments and Commitment Reductions.....	55
Section 2.10   Mandatory Prepayments .....	56
Section 2.11   Application of Prepayments.....	60
Section 2.12   General Provisions Regarding Payments.....	60
Section 2.13   Ratable Sharing.....	62
Section 2.14   Increased Costs; Capital Adequacy .....	63
Section 2.15   Taxes; Withholding, Etc. ....	64
Section 2.16   Obligation to Mitigate.....	68
Section 2.17   Defaulting Lenders .....	68
Section 2.18   Removal or Replacement of a Lender .....	69
 ARTICLE III CONDITIONS PRECEDENT .....	 69
Section 3.1    Closing Date .....	69
Section 3.2    Conditions to Each Credit Extension.....	72
 ARTICLE IV REPRESENTATIONS AND WARRANTIES.....	 73
Section 4.1    Organization; Requisite Power and Authority; Qualification.....	73
Section 4.2    Capital Stock and Ownership .....	73
Section 4.3    Due Authorization.....	73
Section 4.4    No Conflict .....	73
Section 4.5    Governmental Consents.....	74
Section 4.6    Binding Obligation .....	74
Section 4.7    Historical Financial Statements .....	74
Section 4.8    Projections .....	74
Section 4.9    No Material Adverse Effect.....	74
Section 4.10   Adverse Proceedings, Etc. ....	74
Section 4.11   Payment of Taxes.....	74
Section 4.12   Properties, Title.....	75
Section 4.13   Environmental Matters .....	75
Section 4.14   No Defaults.....	76
Section 4.15   Material Contracts.....	76

Section 4.16	Governmental Regulation .....	76
Section 4.17	Margin Stock .....	76
Section 4.18	Employee Benefit Plans.....	76
Section 4.19	Certain Fees .....	76
Section 4.20	Solvency .....	77
Section 4.21	ERISA.....	77
Section 4.22	Compliance with Statutes, Etc. ....	77
Section 4.23	Intellectual Property.....	77
Section 4.24	Insurance.....	79
Section 4.25	Permits, Etc.....	79
Section 4.26	Bank Accounts and Securities Accounts .....	80
Section 4.27	Security Interests.....	80
Section 4.28	PATRIOT ACT and FCPA.....	80
Section 4.29	Disclosure .....	80
Section 4.30	Use of Proceeds .....	81
Section 4.31	Regulatory Compliance .....	81
Section 4.32	Government Contracts .....	82
Section 4.33	Healthcare Regulatory Laws.....	82
Section 4.34	Data Protection .....	83
Section 4.35	Customers and Suppliers .....	84
<b>ARTICLE V AFFIRMATIVE COVENANTS.....</b>		<b>84</b>
Section 5.1	Financial Statements and Other Reports.....	84
Section 5.2	Existence.....	89
Section 5.3	Payment of Taxes and Claims .....	89
Section 5.4	Maintenance of Properties .....	90
Section 5.5	Insurance.....	90
Section 5.6	Books and Records; Inspections .....	91
Section 5.7	Lenders Meetings.....	91
Section 5.8	Compliance with Laws .....	91
Section 5.9	Environmental.....	92
Section 5.10	Subsidiaries.....	92
Section 5.11	Real Estate Assets.....	92
Section 5.12	Further Assurances .....	93
Section 5.13	Control Agreements.....	94
Section 5.14	Post-Closing Matters.....	94
Section 5.15	Commercially Reasonably Efforts.....	94
<b>ARTICLE VI NEGATIVE COVENANTS.....</b>		<b>94</b>
Section 6.1	Indebtedness .....	94
Section 6.2	Liens .....	95
Section 6.3	Material Contracts.....	95
Section 6.4	No Further Negative Pledges.....	95
Section 6.5	Restricted Junior Payments.....	95
Section 6.6	Restrictions on Subsidiary Distributions .....	97
Section 6.7	Investments .....	97
Section 6.8	Minimum Qualified Cash .....	97
Section 6.9	Fundamental Changes; Disposition of Assets.....	97
Section 6.10	Disposal of Subsidiary Interests .....	100
Section 6.11	Sales and Lease Backs .....	100
Section 6.12	Transactions with Shareholders and Affiliates .....	100

Section 6.13	Conduct of Business .....	101
Section 6.14	Changes to Certain Agreements and Organizational Documents .....	101
Section 6.15	Accounting Methods.....	101
Section 6.16	Deposit Accounts and Securities Accounts .....	101
Section 6.17	Anti-Terrorism Laws .....	102
Section 6.18	Anti-Corruption Laws.....	102
Section 6.19	Use of Proceeds .....	102
Section 6.20	Termination of Any License Agreement .....	102
<b>ARTICLE VII GUARANTY .....</b>		<b>103</b>
Section 7.1	Guaranty of the Obligations.....	103
Section 7.2	Contribution by Guarantors .....	103
Section 7.3	Payment by Guarantors.....	103
Section 7.4	Liability of Guarantors Absolute .....	104
Section 7.5	Waivers by Guarantors .....	105
Section 7.6	Guarantors' Rights of Subrogation, Contribution, Etc. ....	106
Section 7.7	Subordination of Other Obligations.....	106
Section 7.8	Continuing Guaranty.....	106
Section 7.9	Authority of Guarantors or Company .....	107
Section 7.10	Financial Condition of Company.....	107
Section 7.11	Bankruptcy, Etc. ....	107
Section 7.12	Discharge of Guaranty Upon Sale of Guarantor .....	107
<b>ARTICLE VIII EVENTS OF DEFAULT .....</b>		<b>108</b>
Section 8.1	Events of Default .....	108
Section 8.2	Remedies.....	110
Section 8.3	Rights Not Exclusive .....	110
<b>ARTICLE IX ADMINISTRATIVE AGENT .....</b>		<b>111</b>
Section 9.1	Appointment of Administrative Agent .....	111
Section 9.2	Powers and Duties .....	111
Section 9.3	General Immunity.....	111
Section 9.4	Administrative Agent Entitled to Act as Lender.....	112
Section 9.5	Lenders' Representations, Warranties and Acknowledgment .....	112
Section 9.6	Right to Indemnity.....	113
Section 9.7	Successor Administrative Agent.....	113
Section 9.8	Collateral Documents and Guaranty .....	115
Section 9.9	Agency for Perfection .....	117
Section 9.10	Reports and Other Information; Confidentiality; Disclaimers.....	117
Section 9.11	Protective Advances .....	118
Section 9.12	Erroneous Distribution.....	118
<b>ARTICLE X MISCELLANEOUS .....</b>		<b>119</b>
Section 10.1	Notices .....	119
Section 10.2	Expenses .....	119
Section 10.3	Indemnity.....	120
Section 10.4	Set-Off .....	121
Section 10.5	Amendments and Waivers .....	121
Section 10.6	Successors and Assigns; Participations .....	122
Section 10.7	Independence of Covenants.....	125
Section 10.8	Survival of Representations, Warranties and Agreements.....	125

Section 10.9	No Waiver; Remedies Cumulative .....	125
Section 10.10	Marshalling; Payments Set Aside .....	125
Section 10.11	Severability .....	126
Section 10.12	Obligations Several; Independent Nature of Lenders' Rights .....	126
Section 10.13	AHYDO .....	126
Section 10.14	Tax Treatment.....	126
Section 10.15	Original Issue Discount .....	126
Section 10.16	Headings .....	127
Section 10.17	APPLICABLE LAW .....	127
Section 10.18	CONSENT TO JURISDICTION.....	127
Section 10.19	WAIVER OF JURY TRIAL.....	127
Section 10.20	Confidentiality .....	128
Section 10.21	Usury Savings Clause .....	129
Section 10.22	Counterparts.....	129
Section 10.23	Effectiveness.....	130
Section 10.24	PATRIOT Act Notice .....	130
Section 10.25	Waiver of Immunity.....	130

APPENDICES:	A-1	Initial Term Loan Commitments
	A-2	Delayed Draw Term Loan Commitments
	B	Notice Addresses
SCHEDULES:	1.1(a)	Chemical Structure of Products
	1.1(b)	Excluded Subsidiaries
	4.1	Jurisdictions of Organization and Qualification
	4.2	Capital Stock and Ownership
	4.12	Real Property
	4.15	Material Contracts
	4.23(b)(i)	Intellectual Property
	4.23(b)(ii)	Outbound Licenses
	4.23(c)(i)	Product Intellectual Property Rights
	4.23(c)(ii)	Platform Intellectual Property Rights
	4.23(f)	Contractual Obligations
	4.24	Insurance
	4.27	Bank Accounts and Securities Accounts
	4.34	Government Contracts
	5.14	Certain Post Closing Matters
	6.1	Certain Indebtedness
	6.2	Certain Liens
	6.6	Certain Loans and Advances to Employees
	6.7	Certain Investments
	6.12	Certain Affiliate Transactions
EXHIBITS:	A	Funding Notice
	B	Compliance Certificate
	C	Assignment Agreement
	D	Closing Date Certificate
	E	Solvency Certificate
	F	Counterpart Agreement
	G	U.S. Tax Compliance Certificate

## FINANCING AGREEMENT

This FINANCING AGREEMENT, dated as of August 7, 2024, is entered into by and among ARROWHEAD PHARMACEUTICALS, INC., a Delaware corporation (“Company” or “Borrower”), and certain Subsidiaries of Borrower, as Guarantors, the Lenders from time to time party hereto, and SIXTH STREET LENDING PARTNERS, (“Sixth Street”), as administrative agent for the Lenders (in such capacity, “Administrative Agent”).

### WITNESETH:

WHEREAS, capitalized terms used in these Recitals shall have the respective meanings set forth for such terms in Section 1.1 hereof;

WHEREAS, Lenders have agreed to extend certain senior secured credit facilities to Company, in an aggregate principal amount not to exceed \$935,261,000, consisting of (a) an initial term loan in an aggregate principal amount not exceeding \$400,000,000, (b) a delayed draw term loan an aggregate principal amount not exceeding \$435,261,000 and (c) an uncommitted incremental facility in an aggregate principal amount not to exceed \$100,000,000, in each case, the proceeds of which will be used as described in Section 2.2;

WHEREAS, Company has agreed to secure all of its Obligations by granting to Administrative Agent, for the benefit of Secured Parties, a first priority Lien on all of its assets (except as otherwise set forth in the Collateral Documents), including a pledge of all of the Capital Stock of each of its Subsidiaries; and

WHEREAS, Guarantors have agreed to guarantee the Obligations of Company hereunder and to secure their respective Obligations by granting to Administrative Agent, for the benefit of Secured Parties, a first priority Lien on all of their respective assets (except as otherwise set forth in the Collateral Documents), including a pledge or mortgage of all of the Capital Stock of each of their respective Subsidiaries.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

### ARTICLE I

#### DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions. The following terms used herein, including in the preamble, recitals, exhibits and schedules hereto, shall have the following meanings:

“Administrative Agent” has the meaning specified in the preamble hereto.

“Administrative Agent’s Account” means an account at a bank designated by Administrative Agent from time to time as the account into which the Loan Parties shall make all payments to Administrative Agent under this Agreement and the other Loan Documents.

“Adverse Proceeding” means any action, suit, claim, proceeding (whether administrative, judicial or otherwise), governmental investigation or arbitration (whether or not purportedly on behalf of Borrower or any of its Subsidiaries) at law or in equity, or before or by any Governmental Authority, domestic or foreign (including any Environmental Claims) or other regulatory body or any mediator or arbitrator,

whether pending or, to the knowledge of the Loan Parties, threatened in writing against Borrower or any of its Subsidiaries or any property of Borrower or any of its Subsidiaries.

“Affiliate” means, as applied to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, that Person. For the purposes of this definition, “control” (including, with correlative meanings, the terms “controlling,” “controlled by” and “under common control with”), as applied to any Person, means the possession, directly or indirectly, of the power (a) to vote 15% or more of the securities having ordinary voting power for the election of directors of such Person, or (b) to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities or Capital Stock, by contract or otherwise. Notwithstanding anything herein to the contrary, in no event shall Administrative Agent or any Lender or any of their Affiliates or Related Funds be considered an “Affiliate” of any Loan Party.

“Aggregate Amounts Due” has the meaning specified in Section 2.13.

“Aggregate Payments” has the meaning specified in Section 7.2.

“Agreed Security Principles” has the meaning specified in Section 5.12(a).

“Agreement” means this Financing Agreement and any annexes, exhibits and schedules attached hereto, as it may be amended, supplemented or otherwise modified from time to time.

“Amendment No. 1” means that certain Amendment No. 1 to Financing Agreement, dated as of the Amendment No. 1 Closing Date, by and among the Borrower, the Administrative Agent and the Lenders party thereto.

“Amendment No. 1 Closing Date” means November 26, 2024.

“Amendment No. 1 Effective Date” means the date when the conditions set forth in Amendment No. 1 have been satisfied or waived.

“Anti-Corruption Laws” means all Requirements of Law concerning or relating to bribery or corruption, including, without limitation, the United States Foreign Corrupt Practices Act of 1977, and the anti-bribery and anti-corruption laws and regulations of those jurisdictions in which the Loan Parties do business.

“Anti-Terrorism Laws” means any Requirement of Law relating to terrorism or money laundering, including, without limitation, (a) the Money Laundering Control Act of 1986 (i.e., 18 U.S.C. §§ 1956 and 1957), (b) the Currency and Foreign Transactions Reporting Act (31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959) (the “Bank Secrecy Act”), (c) the USA PATRIOT Act, (d) the laws, regulations and Executive Orders administered by the United States Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), (e) the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010 and implementing regulations by the United States Department of the Treasury, (f) any law prohibiting or directed against terrorist activities or the financing of terrorist activities (e.g., 18 U.S.C. §§ 2339A and 2339B), or (g) any similar laws enacted in the United States or any other jurisdictions in which the parties to this Agreement operate, as any of the foregoing laws may from time to time be amended, renewed, extended, or replaced and all other present and future legal requirements of any Governmental Authority governing, addressing, relating to, or attempting to eliminate, terrorist acts and acts of war and any regulations promulgated pursuant thereto.

“Application Event” means the (a) occurrence of an Event of Default and (b) the election by Administrative Agent or the Required Lenders during the continuance of such Event of Default to require that payments and proceeds of Collateral be applied pursuant to Section 2.12(f).

“ARO-HBV” means the pharmaceutical product candidate having the chemical structures set forth on Schedule 1.1(a), including all forms (including salt forms), presentations, strengths, doses, and formulations (including any method of delivery), either alone or as a Combination Product, and all other “Licensed Products” (as defined in the ARO-HBV License Agreement) licensed or sublicensed to one or more third parties under the ARO-HBV License Agreement.

“ARO-HBV License Agreement” means that certain Amended and Restated License Agreement by and between Arrowhead Pharmaceuticals, Inc. and GlaxoSmithKline Intellectual Property (No. 3) Limited dated as of December 11, 2023.

“Asset Sale” means a sale, lease or sublease (as lessor or sublessor), sale and leaseback, assignment, conveyance, transfer, license or sublicense or other disposition to (other than to a Loan Party), or any exchange of property with, any Person (other than to a Loan Party), in one transaction or a series of transactions, in each case of all or any part of any Loan Party’s businesses, assets or properties of any kind, whether real, personal, or mixed and whether tangible or intangible, including but not limited to any Product Intellectual Property Rights, Platform Intellectual Property Rights, Registrations, Regulatory Documentation, or Collateral, whether now owned or hereafter acquired, including the Capital Stock of any Loan Party (but excluding any issuance, sale, transfer or other disposition of Capital Stock of the Borrower). For purposes of clarification, “Asset Sale” shall include the following transactions (other than with Loan Parties): (a) the sale or other disposition for value of any contracts to a third party, (b) any disposition of property through a “plan of division” under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, (c) the early termination (other than in accordance with its terms) or modification of any contract resulting in the receipt by any Loan Party of a cash payment or other consideration (other than reversion of Intellectual Property) in exchange for such event, (d) any sale of accounts (or any rights thereto (including, without limitation, any rights to any residual payment stream with respect thereto)) by any Loan Party or Subsidiary of Borrower or (e) any sale, lease or sublease (as lessor or sublessor), sale and leaseback, assignment, conveyance, transfer, license or sublicense or other disposition (i) of Capital Stock pursuant to any Joint Venture, (ii) pursuant to any Product Agreement, (iii) pursuant to any Permitted Product Transaction, (iv) pursuant to any Royalty Monetization Transaction, (v) pursuant to any Permitted Zodasiran Agreement or (vi) of economic rights or Intellectual Property Rights related to the Products or Platform Technology of the Company and its Subsidiaries.

“Assignment Agreement” means an Assignment and Assumption Agreement substantially in the form of Exhibit C, with such amendments or modifications as may be approved by Administrative Agent.

“Authorized Officer” means, as applied to any Person, any individual holding the position of chairman of the board (if an officer), director, chief executive officer, president or one of its vice presidents (or the equivalent thereof), and such Person’s chief financial officer or treasurer.

“Bank Secrecy Act” has the meaning specified in the definition of “Anti-Terrorism Laws”.

“Bankruptcy Code” means Title 11 of the United States Code entitled “Bankruptcy,” as now and hereafter in effect, or any successor statute.

“Beneficial Ownership Certification” means a certification regarding beneficial ownership required by the Beneficial Ownership Regulation.

“Beneficial Ownership Regulation” means 31 C.F.R. § 1010.230.

“Beneficiary” means Administrative Agent and each Lender.

“Benefit Plan” means any of (a) an “employee benefit plan” (as defined in Section 3(3) of ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in Section 4975 of the Internal Revenue Code to which Section 4975 of the Internal Revenue Code applies and (c) any Person whose assets include (for purposes of the Plan Asset Regulations or otherwise for purposes of Title I of ERISA or Section 4975 of the Internal Revenue Code) the assets of any such “employee benefit plan” or “plan”.

“Blocked Person” means any Person: (a) that is publicly identified (i) on the most current list of “Specially Designated Nationals and Blocked Persons” published by OFAC or resides, is organized or chartered, or has a place of business in a country or territory subject to OFAC sanctions or embargo program or (ii) as prohibited from doing business with the United States under the International Emergency Economic Powers Act, the Trading With the Enemy Act, or any other Anti-Terrorism Law; (b) that is owned or controlled by, or that owns or controls, or that is acting for or on behalf of, any Person described in clause (a) above; (c) which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; and (d) that is affiliated or associated with a Person described in clauses (a), (b), or (c) above.

“Board of Directors” means, (a) with respect to any corporation or company, the board of directors of the corporation, company or any committee thereof duly authorized to act on behalf of such board, (b) with respect to a partnership, the board of directors of the general partner of the partnership, (c) with respect to a limited liability company, the managing member or members or any controlling committee or board of directors of such company or the sole member or the managing member thereof, and (d) with respect to any other Person, the board or committee of such Person serving a similar function.

“Borrower” has the meaning specified in the preamble hereto and is interchangeable with the term “Company”.

“Business Day” means any day that is not a Saturday, Sunday or other day on which the Federal Reserve Bank of New York is closed.

“Capital Lease” means, as applied to any Person, and subject to Section 1.2(a), any lease of any property (whether real, personal or mixed) by that Person (a) as lessee that, in conformity with GAAP, is or should be accounted for as a capital lease on the balance sheet of that Person or (b) as lessee which is a transaction of a type commonly known as a “synthetic lease” (i.e., a transaction that is treated as an operating lease for accounting purposes but with respect to which payments of rent are intended to be treated as payments of principal and interest on a loan for income tax purposes).

“Capital Stock” means any and all shares, interests, participations or other equivalents (however designated) of capital stock of a corporation, any and all equivalent ownership interests in a Person (other than a corporation), including, without limitation, shares, partnership interests and membership interests, and any and all warrants, rights or options to purchase or other arrangements or rights to acquire any of the foregoing; provided that Capital Stock shall exclude debt securities and other Indebtedness convertible into or exchangeable for any of the foregoing (including without limitation, Permitted Convertible Indebtedness).

“Cash” means cash, money, currency or a credit balance in any demand or Deposit Account or in any Securities Account or other investment account.

“Cash Equivalents” means, as at any date of determination, (a) marketable securities (i) issued or directly and unconditionally guaranteed as to interest and principal by the United States Government, or (ii) issued by any agency of the United States the obligations of which are backed by the full faith and credit of the United States, in each case maturing within one year after such date, (b) marketable direct obligations issued by any state of the United States of America or any political subdivision of any such state or any public instrumentality thereof, in each case maturing within one year after such date and having, at the time of the acquisition thereof, a rating of at least A 1 from S&P or at least P 1 from Moody’s, (c) commercial paper maturing no more than one year from the date of creation thereof and having, at the time of the acquisition thereof, a rating of at least A 1 from S&P or at least P 1 from Moody’s, (d) certificates of deposit or bankers’ acceptances maturing within one year after such date and issued or accepted by any Lender or by any commercial bank organized under the laws of the United States of America or any state thereof or the District of Columbia that (i) is at least “adequately capitalized” (as defined in the regulations of its primary Federal banking regulator), and (ii) has Tier 1 capital (as defined in such regulations) of not less than \$100,000,000, (e) shares of any money market mutual fund that (i) has substantially all of its assets invested continuously in the types of investments referred to in clauses (a) and (b) above, (ii) has net assets of not less than \$500,000,000, and (iii) has the highest rating obtainable from either S&P or Moody’s, (f) securities that are consistent with the Borrower’s investment policy, a copy of which has been delivered to the Lenders (including any amendments thereto after the Closing Date consented to by the Administrative Agent, such consent not to be unreasonably withheld), and (g) in the case of any Foreign Subsidiary, cash and cash equivalents that are substantially equivalent in such jurisdiction to those described in clauses (a) through (f) above in respect of each country that is a member of the Organization for Economic Co-operation and Development.

“Change of Control” means, at any time, any of the following occurrences:

(a) any Person or “group” (within the meaning of Rules 13d-3 and 13d-5 under the Exchange Act) (i) shall have acquired beneficial ownership of [\*\*]% or more on a fully diluted basis of the voting and/or economic interest in the securities or Capital Stock of Borrower or (ii) shall have obtained the power (whether or not exercised) to elect a majority of the members of the Board of Directors (or similar governing body) of Borrower; provided that for purposes of this provision, any Person or group shall not be deemed to beneficially own Capital Stock to be acquired by such Person or group pursuant to a stock or asset purchase agreement, merger agreement, option agreement, warrant agreement or similar agreement (or voting or option or similar agreement related thereto) until the consummation of the acquisition of the Capital Stock in connection with the transactions contemplated;

(b) except pursuant to a transaction expressly permitted by this Agreement, Borrower shall cease to beneficially own and control, directly or indirectly, 100% on a fully diluted basis of the economic and voting interest in the Capital Stock of each Loan Party;

(c) the majority of the seats (other than vacant seats) on the Board of Directors (or similar governing body) of Borrower cease to be occupied by Persons who either (i) were members of the Board of Directors of Borrower on the Closing Date, or (ii) were nominated for election by the Board of Directors of Borrower, a majority of whom were directors on the Closing Date or whose election or nomination for election was previously approved by a majority of such directors, in each case, excluding any director that is an interim appointee due to death or retirement;

(d) any “change of control” or similar event shall occur under, and as defined in or set forth in the documents evidencing or governing any Indebtedness in an individual principal amount in excess of the Threshold Amount owed by Borrower or any of its Subsidiaries; or

(e) the Common Stock fails to remain (i) registered with the SEC or (ii) publicly traded on and registered with a public securities exchange.

“Closing Date” means the date on which the Initial Term Loans are made, which is August 7, 2024.

“Closing Date Certificate” means a Closing Date Certificate substantially in the form of Exhibit D.

“Collateral” means, collectively, all of the real, personal and mixed property (including Capital Stock) and all interests therein and proceeds thereof now owned or hereafter acquired by any Loan Party upon which a Lien is granted or purported to be granted by such Loan Party in favor of the Administrative Agent pursuant to the Collateral Documents as security for the Obligations; provided, however, that in no event shall Excluded Assets constitute Collateral.

“Collateral Access Agreement” means a collateral access agreement in form and substance reasonably satisfactory to Administrative Agent.

“Collateral Documents” means the Pledge and Security Agreement, the Collateral Access Agreements, if any, any Control Agreement, any Mortgages and all other instruments, documents and agreements delivered by any Loan Party pursuant to this Agreement or any of the other Loan Documents in order to grant to Administrative Agent, for the benefit of Secured Parties, a Lien on any real, personal or mixed property of that Loan Party as security for the Obligations, in each case, as such Collateral Documents may be amended or otherwise modified from time to time.

“Combination Product” means [\*\*].

“Commercialize” means any and all activities directed to (a) solely with respect to the Company and its Subsidiaries, the out-licensing of any Platform Technology or (b) the distribution, marketing, detailing, promotion, selling and securing of reimbursement of a Product (including the importing, selling and offering for sale of such Product), and shall include post-marketing approval studies to the extent required by a Governmental Authority, post-launch marketing, promoting, detailing, distributing, selling such Product, importing, exporting or transporting such Product for sale, and regulatory compliance with respect to the foregoing. When used as a verb, “Commercialize” shall mean to engage in Commercialization. Except with respect to post-marketing approval studies required by a Governmental Authority, Commercialization shall not include any activities directed to the research or development (including pre-clinical and clinical development) or manufacture of a Product.

“Commercially Reasonable Efforts” means, with respect to the Borrower’s development or Commercialization of a Material Product, that level of efforts and resources commonly dedicated in the research-based pharmaceutical industry by a similarly situated biotechnology company of similar resources to the development or commercialization, as the case may be, of a product of similar commercial potential at a similar stage of development or commercialization for a similar therapeutic and disease area and of similar market potential, in each case taking into account issues of safety and efficacy, product profile, the proprietary position (including patent and regulatory and data exclusivity), present and future market and commercial potential, the then current competitive environment for such product and the likely timing of such product’s entry into the market, the regulatory environment and status of such product (including likelihood of receiving regulatory approval or pricing and reimbursement approval), and other relevant scientific, technical and commercial factors. Notwithstanding the foregoing, Borrower’s Commercially Reasonable Efforts shall be determined on a Material Product-by-Material Product and country-by-country basis and it is anticipated that the level of effort and resources that constitute “Commercially Reasonable Efforts” with respect to a particular Material Product or country will change over time, reflecting changes in the status of such Material Product, as applicable, and the country involved.

“Commitment” means any Term Loan Commitment or Delayed Draw Term Loan Commitment.

“Common Stock” means Borrower’s common stock.

“Company” has the meaning specified in the preamble hereto and is interchangeable with the term “Borrower”.

“Compliance Certificate” means a Compliance Certificate substantially in the form of Exhibit B.

“Confidential Information” has the meaning assigned to such term in Section 10.20.

“Connection Income Taxes” means Other Connection Taxes that are imposed on or measured by net income (however denominated) or that are franchise Taxes or branch profits Taxes.

“Consolidated Total Cash” means, at any date of determination, total unrestricted cash and Cash Equivalents (other than restrictions created by the Collateral Documents and nonconsensual Permitted Liens described in clauses (u) and (v) of the definition thereof) as of such date, which, in connection with any determination under the definition of Permitted Acquisition, shall be determined on a pro forma basis, after giving effect to the applicable Permitted Acquisition, and in each case as certified by the chief financial officer or Authorized Officer of Borrower to Administrative Agent.

“Contractual Obligation” means, as applied to any Person, any provision of any security issued by that Person or of any indenture, mortgage, deed of trust, contract (including, but not limited to, any Material Contract), undertaking, agreement, license or other instrument to which that Person is a party or by which it or any of its properties is bound or to which it or any of its properties is subject.

“Control” means, with respect to any Intellectual Property Right, that an entity (a) owns or (b) has the right to grant access, a license or a sublicense (as applicable) to such Intellectual Property Right.

“Control Agreement” means a “springing” control agreement, in form and substance reasonably satisfactory to Administrative Agent, executed and delivered by the applicable Loan Party, Administrative Agent, and the applicable securities intermediary (with respect to a Securities Account) or bank (with respect to a Deposit Account).

“Copyrights” has the meaning ascribed to such term in the definition of “Intellectual Property Rights.”

“Core Markets” means [\*\*].

“Counterpart Agreement” means a Counterpart Agreement substantially in the form of Exhibit F delivered by a Loan Party pursuant to Section 5.10.

“Credit Date” means the date of a Credit Extension.

“Credit Extension” means the making of a Loan.

“Data” means customer lists, correspondence, data, submissions and licensing and purchasing histories relating to customers of Borrower or any Subsidiary, and all other reports, information and documentation collected or maintained by Borrower or any Subsidiary regarding purchasers of Borrower’s or such Subsidiary’s products and the visitors to websites owned or controlled by Borrower or any of its Subsidiaries.

“Data Protection Laws” means applicable Requirements of Law concerning the protection, privacy or security of Personal Information (including any applicable laws of jurisdictions where the Personal Information was collected or otherwise processed) and other applicable consumer protection laws, and all regulations promulgated thereunder, including, without limitation, the General Data Protection Regulation (and all laws implementing or supplementing it), the California Consumer Privacy Act, and Section 5 of the Federal Trade Commission Act.

“Debtor Relief Law” means the Bankruptcy Code and any other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief law of the United States or other applicable jurisdiction from time to time in effect.

“Default” means a condition or event that, after notice or lapse of time or both, would constitute an Event of Default.

“Default Excess” means, with respect to any Defaulting Lender, the excess, if any, of such Defaulting Lender’s Pro Rata Share of the aggregate outstanding principal amount of Term Loans of all Lenders (calculated as if all Defaulting Lenders (other than such Defaulting Lender) had funded all of their respective Defaulted Loans) over the aggregate outstanding principal amount of all Term Loans of such Defaulting Lender.

“Default Period” means, with respect to any Defaulting Lender, the period commencing on the date of the applicable Funding Default or violation of Section 9.5(c), as applicable, and ending on the earliest of the following dates: (a) the date on which all Term Loan Commitments are cancelled or terminated and/or the Obligations are declared or become immediately due and payable, (b) the date on which (i) the Default Excess with respect to such Defaulting Lender shall have been reduced to zero (whether by the funding by such Defaulting Lender of any Defaulted Loans of such Defaulting Lender or by the non pro rata application of any voluntary or mandatory prepayments of the Loans in accordance with the terms of Section 2.9 or Section 2.10 or by a combination thereof), and (ii) such Defaulting Lender shall have delivered to Company and Administrative Agent a written reaffirmation of its intention to honor its obligations hereunder with respect to its Term Loan Commitments, (c) the date on which Company, Administrative Agent and Required Lenders waive all Funding Defaults of such Defaulting Lender in writing, and (d) the date on which Administrative Agent shall have waived all violations of Section 9.5(c), by such Defaulting Lender in writing.

“Default Rate” means any interest payable pursuant to Section 2.6.

“Defaulted Loan” has the meaning specified in Section 2.17.

“Defaulting Lender” has the meaning specified in Section 2.17.

“Delayed Draw Commitment Period” means the time period commencing on the Closing Date through and including the Delayed Draw Commitment Termination Date.

“Delayed Draw Commitment Termination Date” means the earliest to occur of (a) Term Loan Maturity Date, (b) the date on which both the Initial Term Loan and the Initial Delayed Draw Term Loans are paid in full, and (c) the date on which the Delayed Draw Term Loan Commitments are reduced to zero.

“Delayed Draw Term Loan Commitment” means the commitment of a Lender to make or otherwise fund the Initial Delayed Draw Term Loans. The amount of each Lender’s Delayed Draw Term Loan Commitment, if any, is set forth on Appendix A-2 or in the applicable Assignment Agreement, subject to

any adjustment or reduction pursuant to the terms and conditions hereof. The aggregate amount of the Delayed Draw Term Loan Commitments as of the Closing Date is \$435,261,000.

“Delayed Draw Term Loans” means the Initial Delayed Draw Term Loans and the Incremental Term Loans.

“Deposit Account” means a demand, time, savings, passbook or like account with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a negotiable certificate of deposit.

“Designated Guarantor” shall have the meaning assigned to such term in the definition of Excluded Subsidiary.

“Disputes” has the meaning set forth in Section 4.23(d).

“Disqualified Capital Stock” means any Capital Stock that, by its terms (or by the terms of any security or other Capital Stock into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition, (a) matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, (b) is redeemable at the option of the holder thereof, in whole or in part, (c) provides for the scheduled payments of dividends or distributions in cash, or (d) is convertible into or exchangeable for (i) Indebtedness or (ii) any other Capital Stock that would constitute Disqualified Capital Stock, in each case of clauses (a) through (d), prior to the date that is [\*\*] after the Term Loan Maturity Date and other than solely for Qualified Capital Stock or as a result of a change of control or asset sale (so long as any rights of the holders thereof upon the occurrence of a change of control or asset sale event shall be subject to the prior repayment in full of the Loans and all other Obligations that are accrued and payable and the termination of the Term Loan Commitments); provided that if such Capital Stock is issued pursuant to a plan for the benefit of current or former employees, directors, independent contractors or other service providers of the Loan Parties or by any such plan to such current or former employees, directors, independent contractors or other service providers, such Capital Stock shall not constitute Disqualified Capital Stock solely because it may be required to be repurchased by a Loan Party in order to satisfy applicable statutory or regulatory obligations, including tax withholding, or as a result of such current or former employee’s, director’s, independent contractor’s or other service provider’s termination, death or disability; provided further that Disqualified Capital Stock shall exclude Permitted Equity Derivatives.

“Disqualified Institution” means (a) those Persons that are competitors of the Borrower and its Subsidiaries that are operating companies, (b) those banks, financial institutions, other institutional lenders (or related funds of such institutional lenders) and other Persons separately identified in writing from time to time by the Borrower to the Administrative Agent (and to the extent so identified after the Closing Date, reasonably acceptable to the Administrative Agent), or (c) in the case of clause (a) or (b), any of their respective Affiliates that are (x) readily identifiable as Affiliates on the basis of their name or (y) identified by name by the Borrower to the Administrative Agent in writing from time to time; provided that the foregoing shall not apply retroactively to disqualify any Person that previously acquired or agreed to acquire an assignment or participation interest in the Loans, solely with respect to such previously acquired Loans or participation interests, to the extent such Person was not a Disqualified Institution at the time of the applicable assignment or participation, as the case may be, but shall apply to disqualify any such Person from taking any prospective assignments of or participation interests in any Loans; provided, further, that the list of Disqualified Institutions shall not be delivered by the Administrative Agent to any other Person, except that, upon an inquiry by any Lender to the Administrative Agent as to whether a specific potential assignee or prospective participant is a Disqualified Institution, the Administrative Agent shall be permitted to disclose to such Lender whether such specific potential assignee or prospective participant is a Disqualified Institution

“Dollars” and the sign “\$” mean the lawful money of the United States of America.

“Domestic Subsidiary” means any Subsidiary organized under the laws of the United States of America, any State thereof or the District of Columbia.

“Eligible Assignee” means (a) any Lender, any Affiliate of Lender and any Related Fund (any two or more Related Funds being treated as a single Eligible Assignee for all purposes hereof), (b) any commercial bank, insurance company, investment or mutual fund or other entity that is an “accredited investor” (as defined in Regulation D under the Securities Act) and which extends credit or buys loans as one of its businesses, and (c) any other Person (other than a natural Person) approved by Administrative Agent; provided, none of (i) Borrower, (ii) any Affiliate of Borrower, (iii) any Person owning or controlling any trade debt or Indebtedness of any Loan Party (other than the Obligations) or any Capital Stock of any Loan Party (in each case, unless approved by Administrative Agent), (iv) so long as no Event of Default has occurred and is continuing, any competitor of Borrower or its Subsidiaries or (v) so long as no Event of Default has occurred and is continuing, any Disqualified Institution shall, in any event, be an Eligible Assignee without the written consent of the Borrower.

“EMA” means the European Medicines Agency or any successor thereto.

“Employee Benefit Plan” means any “employee benefit plan” as defined in Section 3(3) of ERISA which is or was sponsored, maintained or contributed to by, or required to be contributed by, Borrower, any of its Subsidiaries or any of their respective ERISA Affiliates.

“Environmental Claim” means any complaint, summons, citation, investigation, notice, directive, notice of violation, order, claim, demand, action, litigation, judicial or administrative proceeding, judgment, letter or other communication from any Governmental Authority or any other Person, involving (a) any actual or alleged violation of any Environmental Law, (b) any Hazardous Material or any actual or alleged Hazardous Materials Activity, (c) injury to the environment, natural resource, any Person (including wrongful death) or property (real or personal) in connection with Hazardous Materials or actual or alleged violations of Environmental Laws, or (d) actual or alleged Releases or threatened Releases of Hazardous Materials either (i) on, at or migrating from any assets, properties or businesses currently or formerly owned or operated by any Loan Party or any of its Subsidiaries or any predecessor in interest, (ii) from adjoining properties or businesses, or (iii) onto any facilities which received Hazardous Materials generated by any Loan Party or any of its Subsidiaries or any predecessor in interest.

“Environmental Laws” means any and all current or future foreign or domestic, federal or state (or any subdivision of either of them), statutes, ordinances, orders, rules, regulations, judgments, decrees, permits, licenses or binding determinations of any Governmental Authorizations, or any other requirements of Governmental Authorities relating to (a) the manufacture, generation, use, storage, transportation, treatment, disposal or Release of Hazardous Materials, or (b) occupational safety and health, industrial hygiene, land use or the protection of the environment, human, plant or animal health or welfare.

“Environmental Liabilities and Costs” means all liabilities, monetary obligations, losses (including monies paid in settlement), damages, punitive damages, natural resources damages, consequential damages, treble damages, costs and expenses (including all reasonable fees, disbursements and expenses of counsel, experts and consultants and costs of investigations and feasibility studies), fines, penalties, sanctions and interest incurred in connection with any Remedial Action, any Environmental Claim, or any other claim or demand by any Governmental Authority or any Person that relates to any actual or alleged violation of Environmental Laws, actual or alleged exposure or threatened exposure to Hazardous Materials, or any actual or alleged Release or threatened Release of Hazardous Materials.

“Environmental Lien” means any Lien in favor of any Governmental Authority for Environmental Liabilities and Costs.

“ERISA” means the Employee Retirement Income Security Act of 1974.

“ERISA Affiliate” means, as applied to any Person, (a) any corporation which is a member of a controlled group of corporations within the meaning of Section 414(b) of the Internal Revenue Code of which that Person is a member; (b) any trade or business (whether or not incorporated) which is a member of a group of trades or businesses under common control within the meaning of Section 414(c) of the Internal Revenue Code of which that Person is a member; and (c) any member of an affiliated service group within the meaning of Section 414(m) or (o) of the Internal Revenue Code of which that Person, any corporation described in clause (a) above or any trade or business described in clause (b) above is a member. Any former ERISA Affiliate of Borrower or any of its Subsidiaries shall continue to be considered an ERISA Affiliate of Borrower or any such Subsidiary within the meaning of this definition with respect to the period such entity was an ERISA Affiliate of Borrower or such Subsidiary and with respect to liabilities arising after such period for which Borrower or such Subsidiary could be liable under the Internal Revenue Code or ERISA.

“ERISA Event” means (a) a “reportable event” within the meaning of Section 4043 of ERISA and the regulations issued thereunder with respect to any Pension Plan (excluding those for which the provision for thirty day notice to the PBGC has been waived by regulation), (b) the failure to meet the minimum funding standard of Section 412 of the Internal Revenue Code with respect to any Pension Plan (whether or not waived in accordance with Section 412(d) of the Internal Revenue Code) or the failure to make by its due date a required installment under Section 412(m) of the Internal Revenue Code with respect to any Pension Plan or the failure to make any required contribution to a Multiemployer Plan, (c) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA, (d) the withdrawal by Borrower, any of its Subsidiaries or any of their respective ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability to Borrower, any of its Subsidiaries or any of their respective Affiliates pursuant to Section 4063 or 4064 of ERISA, (e) the institution by the PBGC of proceedings to terminate any Pension Plan, or the occurrence of any event or condition which might constitute grounds under ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan, (f) the imposition of liability on Borrower, any of its Subsidiaries or any of their respective ERISA Affiliates pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA, (g) the withdrawal of Borrower, any of its Subsidiaries or any of their respective ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan if there is any potential liability therefor, or the receipt by Borrower, any of its Subsidiaries or any of their respective ERISA Affiliates of notice from any Multiemployer Plan that it is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA, (h) the occurrence of an act or omission which could give rise to the imposition on Borrower, any of its Subsidiaries or any of their respective ERISA Affiliates of fines, penalties, taxes or related charges under Chapter 43 of the Internal Revenue Code or under Section 409, Section 502(c), (i) or (l), or Section 4071 of ERISA in respect of any Employee Benefit Plan, (j) the assertion of a material claim (other than routine claims for benefits) against any Employee Benefit Plan other than a Multiemployer Plan or the assets thereof, or against Borrower, any of its Subsidiaries or any of their respective ERISA Affiliates in connection with any Employee Benefit Plan, (k) receipt from the Internal Revenue Service of notice of the failure of any Pension Plan (or any other Employee Benefit Plan intended to be qualified under Section 401(a) of the Internal Revenue Code) to qualify under Section 401(a) of the Internal Revenue Code, or the failure of any trust forming part of any Pension Plan to qualify for exemption from taxation under Section

501(a) of the Internal Revenue Code, or (k) the imposition of a Lien pursuant to Section 401(a)(29) or 412(n) of the Internal Revenue Code or pursuant to ERISA with respect to any Pension Plan.

“Erroneous Distribution” has the meaning specified therefor in Section 9.12.

“Event of Default” means each of the conditions or events set forth in Section 8.1.

“Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time, and any successor statute.

“Excluded Account” means Deposit Accounts and/or Securities Accounts, (a) the balance of which consists exclusively of withheld income taxes and foreign, federal, state or local employment taxes in such amounts as are required to be paid to the Internal Revenue Service or any other government agencies within the following two months with respect to employees of Borrower or any of its Subsidiaries, (b) used exclusively for payroll to or for the benefit of employees of Borrower or any of its Subsidiaries in such amounts as are required to be paid to such employees within the immediately succeeding two payroll cycles, (c) which are exclusively health care reimbursement accounts or employee benefits accounts, including any accounts exclusively containing amounts required to be paid over to an employee benefit plan pursuant to DOL Reg. Sec. 2510.3-102 on behalf of or for the benefit of employees of Borrower or any of its Subsidiaries, (d) which are segregated accounts and constitute (and the balance of which consists solely of funds set aside in connection with) fiduciary accounts and trust accounts, (e) which are exclusively holding cash collateral or other deposits constituting Liens permitted by clauses (g), (o) and (ff) of Permitted Liens, (f) segregated accounts that hold cash proceeds of Royalties sold pursuant to a Permitted Royalty Transaction involving Plozasiran, (g) which are zero-balance accounts or (h) that have amounts on deposit that do not exceed \$[\*\*] individually or \$[\*\*] in the aggregate at any one time.

“Excluded Assets” shall mean, with respect to any Loan Party, (a) Excluded Equity Interests and (b) “Excluded Assets” as defined in the applicable Security Agreement to which such Loan Party is a party and with respect to any Foreign Subsidiary subject to the Agreed Security Principles.

“Excluded Equity Interests” means, collectively: (i) any Capital Stock in any Subsidiary with respect to which the grant to the Administrative Agent, for the benefit of Lenders and the other Secured Parties, of a security interest in and Lien upon, and the pledge to the Administrative Agent, for the benefit of Lenders and the other Secured Parties, of, such Capital Stock, to secure the Obligations (and any guaranty thereof) are validly prohibited by requirements of law; (ii) any Capital Stock in any Subsidiary with respect to which the grant to the Administrative Agent, for the benefit of Lenders and the other Secured Parties, of a security interest in and Lien upon, and the pledge to the Administrative Agent, for the benefit of Lenders and the other Secured Parties, of, such Capital Stock, to secure the Obligations (and any guaranty thereof) require the consent, approval or waiver of any Governmental Authority or other third party and such consent, approval or waiver has not been obtained by Borrower following Borrower’s commercially reasonable efforts to obtain the same; (iii) any Capital Stock in any Subsidiary that is a non-wholly-owned Subsidiary that the grant to the Administrative Agent, for the benefit of Lenders and the other Secured Parties, of a security interest in and Lien upon, and the pledge to the Administrative Agent, for the benefit of Lenders and the other Secured Parties, of, such Capital Stock, to secure the Obligations (and any guaranty thereof) are validly prohibited by, or would give any third party (other than Borrower or an Affiliate of Borrower) the right to terminate its obligations under, the operating or organizational documents or the joint venture agreement or shareholder agreement with respect to, or any other contract with such third party relating to such non-wholly-owned Subsidiary, including any contract evidencing Indebtedness of such non-wholly-owned Subsidiary (other than customary non-assignment provisions which are ineffective under Article 9 of the Code or other Requirements of Law), but only, in each case, to the extent, (x) the Borrower used commercially reasonable efforts to prevent the prohibition of the pledge such Capital Stock

in any non-wholly-owned Subsidiary hereunder and (y) for so long as such operating or organizational document, joint venture agreement, shareholder agreement or other contract is in effect; (iv) any Capital Stock in any other Subsidiary with respect to which, Borrower and the Administrative Agent reasonably determine by mutual agreement that granting the Administrative Agent, for the benefit of Lenders and the other Secured Parties, a security interest in and Lien upon, and pledging to the Administrative Agent, for the benefit of Lenders and the other Secured Parties, such Capital Stock, to secure the Obligations (and any guaranty thereof) could result in material adverse tax consequences to the Borrower or its Subsidiaries; (v) any Capital Stock in any other Subsidiary with respect to which, Borrower and the Administrative Agent reasonably determine by mutual agreement that the cost of granting the Administrative Agent, for the benefit of Lenders and the other Secured Parties, a security interest in and Lien upon, and pledging to the Administrative Agent, for the benefit of Lenders and the other Secured Parties, such Capital Stock, to secure the Obligations (and any guaranty thereof) are excessive, relative to the value to be afforded to the Secured Parties thereby; and (vi) any other Capital Stock expressly included in the definition of "Excluded Assets."

"Excluded Perfection Action" means, collectively, (a) any filings or other action in any jurisdiction outside of the Specified Jurisdictions or required by the Laws of any jurisdiction outside of the Specified Jurisdictions to create or perfect any security interest in any assets located or titled outside of the Specified Jurisdictions, except any such filings or other actions with respect to Intellectual Property Rights registered in any jurisdiction outside the Specified Jurisdictions that Administrative Agent may reasonably request from time to time, (b) any bailee waivers, landlord waivers, estoppels or collateral access letters, in each case to the extent such waivers and letters are not capable of being obtained after the use of commercially reasonable efforts by the Borrower and its Subsidiaries, (c) any notices to be sent to account debtors or other contractual third parties (other than after the occurrence of an Event of Default), (d) any perfection action to the extent this Agreement or the Collateral Documents applicable to the relevant Loan Party expressly provides such action is not required, (e) any control agreements or arrangements with respect to any assets other than Deposit Accounts and Securities Accounts that are not Excluded Accounts and (f) delivery of any stock certificates of Persons other than Loan Parties and Material Subsidiaries.

"Excluded Subsidiary" means, (a) any not-for-profit Subsidiary, (b) any captive insurance entity, (c) any merger Subsidiary formed in connection with a Permitted Acquisition so long as such merger Subsidiary is merged out of existence pursuant to such Permitted Acquisition or dissolved within [\*\*] of its formation thereof or such later date as permitted by Administrative Agent in its reasonable discretion, (d) [reserved], (e) any Subsidiary that (i) had assets representing [\*\*]% or less of the total assets of Company and its Subsidiaries, determined on a consolidated basis in accordance with GAAP, as of the last day of the most recent Fiscal Quarter for which financial statements have been, or were required to be, delivered pursuant to Section 3.1(f), Section 5.1(b) or (c), as applicable (the "Test Date"), (ii) contributed [\*\*]% or less of the total revenues of Borrower and its Subsidiaries, for the Fiscal Quarter ended on the Test Date, and (iii) had, as of the applicable Test Date, Cash and Cash Equivalents representing [\*\*]% or less of the total Cash and Cash Equivalents of Company and its Subsidiaries, for the Fiscal Quarter ended on the Test Date; provided, if at any time and from time to time after the Closing Date, Subsidiaries that are not Loan Parties comprise in the aggregate more than [\*\*]% of the total assets of Company and its Subsidiaries as of the Test Date, contribute more than [\*\*]% of the total revenues of Company and its Subsidiaries for the Fiscal Quarter ended on the Test Date, and hold, as of the applicable Test Date, more than [\*\*]% of the total Cash and Cash Equivalents of Company and its Subsidiaries for the Fiscal Quarter ended on the Test Date, then Borrower shall, not later than [\*\*] after the date by which financial statements for such period are required to be delivered (or such longer period as the Administrative Agent may agree in its reasonable discretion), designate in writing to Administrative Agent that one or more of such Subsidiaries is no longer an Excluded Subsidiary for purposes of this Agreement to the extent required such that the foregoing condition ceases to be true, (f) [reserved], or (g) any Subsidiary that is prohibited or restricted by any Requirement of Law or by contractual obligations existing on the Closing Date (or, in the case of any newly acquired Subsidiary, in existence at the time of acquisition but not entered into in

contemplation thereof (unless in connection with a Joint Venture otherwise permitted hereunder) or for the purpose of avoiding a guarantee of the Obligations) from guaranteeing the Obligations or if guaranteeing the Obligations would require governmental (including regulatory) consent, approval, license or authorization, unless such consent, approval, license or authorization has been obtained or Visirna and any of its Subsidiaries. The Excluded Subsidiaries on the Closing Date are set forth on Schedule 1.1(b).

Notwithstanding anything to the contrary, the Borrower may, in its reasonable discretion, designate any Subsidiary that otherwise qualifies as an “Excluded Subsidiary” pursuant to any one or more of clauses (a) through (g) above as not being an Excluded Subsidiary by written notice to the Administrative Agent (any such subsidiary as an Excluded Subsidiary, a “Designated Guarantor”) and, following such designation, may re-designate such Subsidiary as an Excluded Subsidiary with the consent of the Administrative Agent.

“Excluded Taxes” has the meaning specified in Section 2.15(a).

“Extraordinary Receipts” means any cash received by Borrower or any of its Subsidiaries not in the ordinary course of business (and not consisting of proceeds of issuances of Capital Stock of the Borrower, other transactions described in Section 2.10(b), (c), (e), (f), (g), (h), (i), (j) and (k) hereof or other Asset Sales not described in the foregoing), including, without limitation, (a) tax refunds, (b) pension plan reversions, (c) judgments, proceeds of settlements or other consideration of any kind in connection with any cause of action (including but not limited to infringement actions and breach of contract claims for the enforcement of Intellectual Property Rights), (d) condemnation awards (and payments in lieu thereof), (e) indemnity payments (excluding reimbursements for out-of-pocket costs and expenses actually incurred and paid to non-Affiliates of the Borrower or any of its Subsidiaries), and (f) any purchase price adjustment received in connection with any purchase agreement.

“Fair Share” has the meaning specified in Section 7.2.

“FASB ASC” means the Accounting Standards Codification of the Financial Accounting Standards Board.

“FATCA” means Sections 1471 through 1474 of the Internal Revenue Code, in effect as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof and any agreements entered into pursuant to Section 1471(b)(1) of the Internal Revenue Code, and any fiscal or regulatory legislation, rules, or practices adopted pursuant to any intergovernmental agreement, treaty, or convention among Governmental Authorities and implementing such Sections of the Internal Revenue Code.

“Fazirsiran” means the pharmaceutical product candidate having the chemical structure set forth on Schedule 1.1(a), including all forms, presentations, strengths, doses, and formulations (including any method of delivery), either alone or as a Combination Product, and all other “Products” (as defined in the Fazirsiran License Agreement) licensed or sublicensed to one or more third parties under the Fazirsiran License Agreement.

“Fazirsiran License Agreement” means that certain Exclusive License and Co-Funding Agreement, by and between Takeda Pharmaceuticals U.S.A., Inc. and Arrowhead Pharmaceuticals Inc. dated as of October 7, 2020, as amended by that certain First Amendment entered into as of March 15, 2022 but effective retroactively as of October 7, 2020.

“Fazirsiran Payments” means [\*\*].

“Fazirsiran Payment Adjustment” has the meaning set forth in Section 2.10(e).

“Fazirsiran Payment Shortfall Amount” has the meaning set forth in Section 2.10(e).

“FDA” means the U.S. Food and Drug Administration or any successor thereto.

“FDA Laws” means the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 301 et seq.) and all applicable statutes, rules, regulations, and orders and Requirements of Law administered, implemented, enforced or issued thereunder by FDA, or any applicable statutes, rules, regulations, and orders and Requirements of Law administered, implemented, enforced or issued by any comparable Governmental Authority.

“Federal Health Care Program Laws” means collectively, federal Medicare or federal or state Medicaid statutes, Sections 1128, 1128A, 1128B, 1128C or 1877 of the Social Security Act (42 U.S.C. §§ 1320a-7, 1320a-7a, 1320a-7b, 1320a-7c, 1320a-7h and 1395nn), the federal TRICARE statute (10 U.S.C. § 1071 et seq.), the civil False Claims Act of 1863 (31 U.S.C. § 3729 et seq.), criminal false claims statutes (e.g., 18 U.S.C. §§ 287 and 1001), the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. § 3801 et seq.), and related regulations or other Requirements of Law that directly or indirectly govern the health care industry, programs of Governmental Authorities related to healthcare, health care professionals or other health care participants, or relationships among health care providers, suppliers, distributors, manufacturers and patients, and the pricing, sale and reimbursement of health care items or services including the collection and reporting requirements, and the processing of any applicable rebate, chargeback or adjustment, under applicable rules and regulations relating to the Medicaid Drug Rebate Program (42 U.S.C. § 1396r-8) and any state supplemental rebate program, Medicare average sales price reporting (42 U.S.C. § 1395w-3a), the Public Health Service Act (42 U.S.C. § 256b), the VA Federal Supply Schedule (38 U.S.C. § 8126) or under any state pharmaceutical assistance program or U.S. Department of Veterans Affairs agreement, and any successor government programs.

“Federal Health Care Programs” shall mean the Medicare, Medicaid and TRICARE programs and any other state or federal health care program, as defined in 42 U.S.C. § 1320a-7b(f).

“Fee Letter” means the letter agreement, dated the Closing Date, between Company and Administrative Agent, as amended, amended and restated, supplemented or otherwise modified from time to time.

“Financial Officer Certification” means, with respect to the financial statements for which such certification is required, the certification of the chief financial officer of Borrower that such financial statements fairly present, in all material respects, the financial condition of Borrower and its Subsidiaries as at the dates indicated and the results of their operations and their cash flows for the periods indicated, subject to changes resulting from audit and normal year-end adjustments.

“First Commercial Sale” means, with respect to a Product and a country, the first sale for monetary value to a third party by the Borrower or its Subsidiaries for use or consumption by the end user of such Product in such country after regulatory approval for such Product has been obtained in such country. Sales prior to receipt of regulatory approval for such Product, such as so-called “treatment IND sales,” “named patient sales,” and “compassionate use sales,” shall not be construed as a First Commercial Sale.

“Fiscal Quarter” means a fiscal quarter of any Fiscal Year.

“Fiscal Year” means the fiscal year of Borrower and its Subsidiaries ending on September 30 of each calendar year.

“Flow of Funds Agreement” means that certain Flow of Funds Agreement, dated as of the Closing Date, duly executed by Company, Administrative Agent, and any other person party thereto, in form and substance reasonably satisfactory to Administrative Agent.

“Foreign Legal Reservations” shall mean:

(a) the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court and principles of good faith and fair dealing;

(b) the application of bankruptcy, insolvency, liquidation, reorganization, court schemes, moratorium, administration, receivership, examinership or other similar laws affecting creditors’ rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law;

(c) the existence of timing limitations with respect to the bringing of claims under applicable limitation laws and the defenses of acquiescence, set-off or counterclaim and the possibility that an undertaking to assume liability for, or to indemnify a Person against, non-payment of stamp duty may be void;

(d) the principle that in certain jurisdictions and under certain circumstances a Lien granted by way of fixed charge may be re-characterized as a floating charge or that security purported to be constituted as an assignment may be re-characterized as a charge;

(e) the principle that additional interest imposed pursuant to any relevant agreement may be held to be unenforceable on the grounds that it is a penalty and thus void;

(f) the principle that a court may not give effect to an indemnity for legal costs incurred by an unsuccessful litigant;

(g) [reserved];

(h) the principle that a court may not give effect to any parallel debt provisions, covenants to pay or other similar provisions;

(i) the principle that certain remedies in relation to regulated entities may require further approval from government or regulatory bodies or pursuant to agreements with such bodies; and

(j) the principles of private and procedural laws which affect the enforcement of a foreign court judgment.

“Foreign Lender” means (a) if Borrower is a U.S. Person, a Lender that is not a U.S. Person, and (b) if Borrower is not a U.S. Person, a Lender that is resident or organized under the laws of a jurisdiction other than that in which Borrower is resident for tax purposes.

“Foreign Official” means any officer or employee of a non-U.S. government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization.

“Foreign Sovereign Immunities Act” means the US Foreign Sovereign Immunities Act of 1976 (28 U.S.C. Sections 1602-1611), as amended.

“Foreign Subsidiary” means any Subsidiary that is not a Domestic Subsidiary.

“FTC” means the U.S. Federal Trade Commission or any successor thereto.

“Funding Default” has the meaning specified in Section 2.17.

“Funding Notice” means a written notice substantially in the form of Exhibit A.

“GAAP” means, subject to the limitations on the application thereof set forth in Section 1.2, United States generally accepted accounting principles in effect as of the date of determination thereof.

“Global Net Sales” means, with respect to any Product for any period (except with respect to any such Product that is the subject of a Product Agreement, in which case, the equivalent definition to this “Global Net Sales” definition included in such Product Agreement to the extent applicable to such revenues shall control), (a) the consolidated worldwide gross revenues generated by (a) the sale of such Product by the Borrower, its Affiliates, or Licensees, throughout the world during such period, less, without duplication, (i) customary trade, quantity and cash discounts allowed in the ordinary course, (ii) amounts repaid or credited due to refunds, credits, rebates, charge backs, retroactive price adjustments and any other similar allowances which effectively reduce the selling price, (iii) amounts repaid or credited due to product returns, (iv) an allowance for transportation, distribution, packaging, freight, postage, shipping and insurance expenses or other distribution expenses, to the extent not reimbursed by the purchaser of the Product, not to exceed [\*\*] of gross invoiced sales, (v) rebates and similar payments made with respect to sales paid for by any governmental or regulatory authority such as, by way of non-limiting illustration, Federal or state Medicaid, Medicare or similar state program or equivalent foreign governmental program, (vi) the portion of administrative fees paid during the relevant time period to group purchasing organizations or pharmaceutical benefit managers relating to such Product, (vii) customs and excise duties and other non-recoverable taxes or duties levied or imposed on such revenues (excluding income or net profit taxes or franchise taxes of any kind), to the extent not reimbursed by the purchaser of the Product, (viii) that portion of the annual fee on prescription drug manufacturers imposed by the Patient Protection and Affordable Care Act, Pub. L. No. 111-148 (as amended) that is allocated to such sales (ix) [reserved], and (x) credit card charges (including processing fees) accrued on such sales of Product and not already taken as a gross-to-net deduction in accordance with GAAP in the calculation of sales of Product (collectively, the “Permitted Deductions”), and (b) any additional consideration received by the Borrower, or any of its Subsidiaries in connection with the sale of such Product by the Borrower, its Subsidiaries, or Licensees to third parties (including any transfer price received from distributors with respect to such Product), all, in respect of clauses (a) and (b), as determined in accordance with GAAP (or applicable international accounting standards) and calculated on a basis consistent with the applicable financial statements of the Borrower, its Affiliates, or Licensees. For purposes of determining Global Net Sales of Products, a “sale” shall not include transfers or dispositions of such Product for pre-clinical or clinical purposes or as samples or for charitable, promotional, manufacturing, testing, qualification or regulatory purposes, in each case, to the extent at or below the Borrower’s, its Affiliates’, or Licensees’ cost of goods therefor. Global Net Sales shall not include sales or transfers between or among the Borrower, its Affiliates, or its or their or Licensees for subsequent resale by such selling entity.

Except with respect to any Product that is a Combination Product under its applicable Product Agreement, in which case, the definition of such Combination Product (or the provisions of such Product Agreement specifying the calculation of net sales with respect to a Combination Product) included in such Product Agreement shall control, if any Product is sold as a Combination Product in any country, then Global Net Sales for such Combination Product will be calculated by the following (such process, the “Combination Product Calculation”): (1) multiplying the actual Global Net Sales of such Combination Product in such country by the fraction  $A/(A+B)$ , where A is the weighted (by sales volume) average gross

sales price in such country of the Product if sold separately in such country, and B is the weighted average gross sales price in such country of the ready for sale form of the other therapeutically active ingredient(s) in the Combination Product that are not a Product (the “Other Components”), if sold separately in such country; (2) if, on a country-by-country basis, the Other Components are not sold separately in a country, Global Net Sales in such country for the purpose of determining royalty payments on Global Net Sales of the Combination Product shall be calculated by multiplying actual Global Net Sales of such Combination Product in such country by the fraction  $A/C$  where A is the weighted average gross sales price in such country of the Product, if sold separately in such country, and C is the weighted average gross sales price of the Combination Product in such country; (3) if, on a country-by-country basis, a Product is not sold separately, Global Net Sales in such country for the purpose of determining royalty payments on Global Net Sales of the Combination Product shall be calculated by multiplying the actual Global Net Sales of such Combination Product by the fraction  $(C-B)/C$ , where B is the weighted average gross sales price in such country of the Other Components, if sold separately in such country, and C is the weighted average gross sales price in such country of the Combination Product; or (4) if, on a country-by-country basis, neither a Product nor the Other Components are sold separately in such country, Global Net Sales of the Combination Product in such country for the purposes of determining royalty payments on such Global Net Sales of such Combination Product shall be determined by the Borrower based on the relative fair market value of such Product and Other Components, taking into account the medical contribution to the Other Components, and all other factors reasonably relevant to the relative value of, the Product, on the one hand, and all of the Other Components as applicable, collectively, on the other hand.

“Governmental Authority” means any federal, state, municipal, national or other government, governmental department, commission, board, bureau, court, agency or instrumentality or political subdivision thereof or any entity or officer exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to any government or any court, including any patent office, in each case whether associated with a state of the United States, the United States or a foreign entity or government.

“Governmental Authorization” means any permit, license, authorization, clearance, approval, Registration, plan, directive, administrative order, consent order or consent decree of or from any Governmental Authority.

“Grantor” has the meaning specified in the Pledge and Security Agreement.

“GSK4532990” means the pharmaceutical product candidate having the chemical structure set forth on Schedule 1.1(a), including all forms (including salt forms), presentations, strengths, doses, and formulations (including any method of delivery), either alone or as a Combination Product, and all other “Products” (as defined in the GSK4532990 License Agreement) licensed or sublicensed to one or more third parties under the GSK4532990 License Agreement.

“GSK4532990 License Agreement” means that certain Exclusive License Agreement by and between Arrowhead Pharmaceuticals, Inc. and GlaxoSmithKline Intellectual Property (No. 3) Limited dated as of November 22, 2021.

“Guaranteed Obligations” has the meaning specified in Section 7.1.

“Guarantor” means each Subsidiary of Borrower and each other Person which guarantees, pursuant to Article VII or otherwise, all or any part of the Obligations. For the avoidance of doubt, no Excluded Subsidiary shall be a Guarantor except at the election of Borrower in accordance with Section 5.10.

“Guarantor Subsidiary” means each Guarantor.

“Guaranty” means (a) the guaranty of each Guarantor set forth in Article VII and (b) each other guaranty, in form and substance satisfactory to Administrative Agent, made by any other Guarantor for the benefit of the Secured Parties guaranteeing all or part of the Obligations.

“Hazardous Materials” means, regardless of amount or quantity, (a) any element, compound or chemical that is defined, listed or otherwise classified as a contaminant, pollutant, toxic pollutant, toxic or hazardous substance, extremely hazardous substance or chemical, hazardous waste, special waste, or solid waste under Environmental Laws or that is likely to cause immediately, or at some future time, harm to or have an adverse effect on, the environment or risk to human health or safety, including, without limitation, any pollutant, contaminant, waste, hazardous waste, toxic substance or dangerous good which is defined or identified in any Environmental Law and which is present in the environment in such quantity or state that it contravenes any Environmental Law, (b) petroleum and its refined products, (c) polychlorinated biphenyls, (d) any substance exhibiting a hazardous waste characteristic, including, without limitation, corrosivity, ignitability, toxicity or reactivity as well as any radioactive or explosive materials, (e) any raw materials, building components (including, without limitation, asbestos-containing materials) and manufactured products containing hazardous substances listed or classified as such under Environmental Laws, and (f) any substance or materials that are otherwise regulated under Environmental Law.

“Hazardous Materials Activity” means any past, current, proposed or threatened activity, event or occurrence involving any Hazardous Materials, including the use, manufacture, possession, storage, holding, presence, existence, location, Release, threatened Release, discharge, placement, generation, transportation, processing, construction, treatment, abatement, removal, remediation, disposal, disposition or handling of any Hazardous Materials, and any corrective action or response action with respect to any of the foregoing.

“Hedging Agreement” means any interest or foreign exchange rate swap agreement, interest rate or foreign exchange cap agreement, interest rate or foreign exchange collar agreement, interest rate or foreign exchange hedging agreement or other similar agreement or arrangement, each of which is (a) for the purpose of hedging the interest rate exposure or foreign exchange exposure associated with Borrower’s and its Subsidiaries’ operations, and (b) not for speculative purposes.

“Highest Lawful Rate” means the maximum lawful interest rate, if any, that at any time or from time to time may be contracted for, charged, or received under the laws applicable to any Lender which are presently in effect or, to the extent allowed by law, under such applicable laws which may hereafter be in effect and which allow a higher maximum non-usurious interest rate than applicable laws now allow.

“Historical Financial Statements” means as of the Closing Date, (a) the audited financial statements of Borrower and its Subsidiaries, for the Fiscal Year ended September 30, 2023, consisting of balance sheets and the related consolidated statements of income, stockholders’ equity and cash flows for such Fiscal Year, and (b) the financial statements of Borrower and its Subsidiaries for the Fiscal Quarter ended March 31, 2024, consisting of balance sheets and the related consolidated statements of income, stockholders’ equity and cash flows for such Fiscal Quarter.

“Immaterial Subsidiary” means a Subsidiary of the Borrower described in clause (e) of the definition of Excluded Subsidiary.

“Increased Cost Lenders” has the meaning specified in Section 2.18.

“Incremental Term Loans” means the Term Loans funded after the Closing Date pursuant to Section 2.1(a)(iii).

“Indebtedness” means, as applied to any Person, without duplication, (a) all indebtedness for borrowed money, (b) that portion of obligations with respect to Capital Leases that is properly classified as a liability on a balance sheet in conformity with GAAP, (c) all obligations of such Person evidenced by notes, bonds or similar instruments or upon which interest payments are customarily paid and all obligations in respect of notes payable and drafts accepted representing extensions of credit whether or not representing obligations for borrowed money, (d) any obligation owed for all or any part of the deferred purchase price of property or services, including any earn-outs or other deferred payment obligations in connection with an acquisition to the extent such earn-outs and deferred payment obligations are fixed and non-contingent (excluding any such obligations incurred under ERISA and excluding trade payables incurred in the ordinary course of business and repayable in accordance with customary trade terms), (e) all obligations created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person, (f) all indebtedness secured by any Lien on any property or asset owned or held by that Person regardless of whether the indebtedness secured thereby shall have been assumed by that Person or is non-recourse to the credit of that Person, (g) the face amount of any letter of credit or letter of guaranty issued, bankers’ acceptances facilities, surety bonds and similar credit transactions issued for the account of that Person or as to which that Person is otherwise liable for reimbursement of drawings, (h) the direct or indirect guaranty, endorsement (otherwise than for collection or deposit in the ordinary course of business), co-making, discounting with recourse or sale with recourse by such Person of the obligation of another, (i) any obligation of such Person the primary purpose or intent of which is to provide assurance to an obligee that the obligation of the obligor thereof will be paid or discharged, or any agreement relating thereto will be complied with, or the holders thereof will be protected (in whole or in part) against loss in respect thereof, (j) any liability of such Person for an obligation of another through any agreement (contingent or otherwise) (i) to purchase, repurchase or otherwise acquire such obligation or any security therefor, or to provide funds for the payment or discharge of such obligation (whether in the form of loans, advances, stock purchases, capital contributions or otherwise) or (ii) to maintain the solvency or any balance sheet item, level of income or financial condition of another if, in the case of any agreement described under subclauses (i) or (ii) of this clause (j), the primary purpose or intent thereof is as described in clause (i) above, (k) all obligations of such Person in respect of any exchange traded or over the counter derivative transaction, including, without limitation, any Hedging Agreement, whether entered into for hedging or speculative purposes, (l) Disqualified Capital Stock, and (m) any Royalty Monetization Transaction. The Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture in which such Person is a general partner or joint venturer, unless such Indebtedness is expressly non-recourse to such Person. Notwithstanding anything herein to the contrary, Indebtedness shall not include (i) prepaid or deferred revenue arising in the ordinary course of business, (ii) endorsements of checks or drafts arising in the ordinary course of business, (iii) Capital Stock to the extent not constituting Disqualified Capital Stock, (iv) any obligations in respect of any Permitted Equity Derivative, (v) deferred compensation and severance, pension, health and welfare retirement and equivalent benefits or any deferred obligations incurred under ERISA until such obligations become a liability on the balance sheet of such Person in accordance with GAAP, (vi) purchase price adjustments or earn outs or other contingent payments of a similar nature (including any non-compete payments and consulting payments) made in connection with any Investment or other acquisitions permitted hereunder, in each case, to the extent such obligations have not become due and payable (provided that deferred payments that are fixed or not subject to a bona fide contingency shall constitute Indebtedness to the extent provided in clause (d) above), (vii) non-compete or consulting obligations incurred in connection with Investments or other acquisitions until such obligations become a liability on the balance sheet of such Person in accordance with GAAP, (viii) unsecured installment payments or the deferred purchase price of property or services to the extent payable solely in Qualified Capital Stock of such Person, and (ix) purchase price holdbacks arising in the ordinary course of business in respect of a portion of the purchase price of an asset to satisfy unperformed obligations of the seller of such asset.

“Indemnified Liabilities” means, collectively, any and all liabilities (including Environmental Liabilities and Costs), obligations, losses, damages (including natural resource damages), fines, penalties, claims (including Environmental Claims), costs (including the costs of any investigation, study, sampling, testing, monitoring, abatement, cleanup, removal, remediation or other response or corrective action necessary to remove, remediate, clean up, abate or otherwise address any Hazardous Materials Activity), expenses and disbursements of any kind or nature whatsoever (including the reasonable and documented out-of-pocket fees and disbursements of counsel for Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened by any Person, whether or not any such Indemnitee shall be designated as a party or a potential party thereto, and any fees or expenses incurred by Indemnitees in enforcing this indemnity), whether direct, indirect or consequential and whether based on any federal, state or foreign laws, statutes, rules or regulations (including securities and commercial laws, statutes, rules or regulations and Environmental Laws), on common law or equitable cause or on contract or otherwise, that may be imposed on, incurred by, or asserted in writing against any such Indemnitee, in any manner relating to or arising out of (a) this Agreement or the other Loan Documents or the transactions contemplated hereby or thereby (including the Lenders’ agreement to make Credit Extensions or the use or intended use of the proceeds thereof, or any enforcement of any of the Loan Documents (including any sale of, collection from, or other realization upon any of the Collateral or the enforcement of the Guaranty)), (b) the statements contained in the proposal letter delivered by any Lender to Company prior to the Closing Date with respect to the transactions contemplated by this Agreement, or (c) any Environmental Claim or any Hazardous Materials Activity relating to or arising from, directly or indirectly, any past or present activity, operation, land ownership, or practice of Borrower or any of its Subsidiaries.

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or on account of any obligation of any Loan Party under any Loan Document and (b) to the extent not otherwise described in clause (a), Other Taxes.

“Indemnitee” has the meaning specified in Section 10.3.

“Indemnitee Agent Party” has the meaning specified in Section 9.6.

“Initial Delayed Draw Term Loan” means the Term Loans funded after the Closing Date pursuant to Section 2.1(a)(ii).

“Initial Term Loan” means the Term Loan funded on the Closing Date pursuant to Section 2.1(a)(i).

“Initial Term Loan Commitment” means the commitment of a Lender to make or otherwise fund the Initial Term Loan and “Initial Term Loan Commitments” means such commitments of all such Lenders in the aggregate. The amount of each Lender’s Initial Term Loan Commitment is set forth on Appendix A-1 or in the applicable Assignment Agreement, subject to any adjustment or reduction pursuant to the terms and conditions hereof. The aggregate amount of the Initial Term Loan Commitment as of the Closing Date is \$400,000,000.

“Insolvency Proceeding” means any proceeding commenced by or against any Person under any provision of any Debtor Relief Law.

“Intellectual Property” has the meaning specified in the Pledge and Security Agreement.

“Intellectual Property Rights” means any and all rights, title and interests in and to all intellectual property rights of every kind and nature however denominated, as they exist throughout the world, including

- (a) any Patent;

(b) trademarks, trade names, service marks, brands, trade dress and logos, packaging design, slogans, domain names and the goodwill and activities associated therewith (collectively, “Trademarks”);

(c) copyrights, mask work rights, confidential information, trade secrets, database rights, including all compilations, databases and computer programs, manuals and other documentation, and all derivatives, translations, adaptations, and combinations of the above (collectively, “Copyrights”);

(d) Know-How;

(e) rights of publicity, and moral rights; and

(f) any and all other intellectual property rights or proprietary rights, whether or not patentable, including any and all registrations, applications, recordings, licenses, common-law rights, statutory rights, administrative rights, and contractual rights relating to any of the foregoing, claims of infringement and misappropriation against third parties, and regulatory filings, submissions and approvals.

“Intercompany Subordination Agreement” means that certain Intercompany Subordination Agreement, dated as of the Closing Date, made by the Loan Parties and their Subsidiaries in favor of Administrative Agent for the benefit of the Secured Parties in form and substance reasonably satisfactory to Administrative Agent, as amended, amended and restated, supplemented or otherwise modified from time to time.

“Interest Payment Date” means (a) the last Business Day of each Fiscal Quarter, commencing on the first such date to occur after the Closing Date and (b) the final maturity date of the Loans (whether by scheduled maturity, acceleration or otherwise).

“Internal Revenue Code” means the United States Internal Revenue Code of 1986, as amended.

“Investment” means (a) any direct or indirect purchase or other acquisition by Borrower or any of its Subsidiaries of, or of a beneficial interest in, any of the securities or Capital Stock or all or substantially all of the assets of any other Person (or of any product, division, product line or business line of such other Person), (b) any direct or indirect redemption, retirement, purchase or other acquisition for value, by any Subsidiary of Borrower from any Person, of any Capital Stock of such Person, (c) any direct or indirect loan, advance, or capital contributions (or transfer or similar payment made from one entity to its Subsidiary in lieu of any capital contributions that would otherwise be required) by Borrower or any of its Subsidiaries to any other Person, including all indebtedness (including, without limitation, any intercompany indebtedness) and accounts receivable from that other Person that are not current assets or did not arise from sales to that other Person in the ordinary course of business, and (d) any direct or indirect guarantee of any obligations of any other Person. The amount of any Investment shall be (i) the original cost of such Investment plus the cost of all additions thereto, without any adjustments for increases or decreases in value, or write ups, write downs or write offs with respect to such Investment; minus (ii) the amount of dividends or distributions actually received in connection with such Investment and any return of capital and any payment of principal received in respect of such Investment that in each case is received in cash or Cash Equivalents (not in excess of the amount of Investments originally made).

“Joint Venture” means a joint venture, partnership or other similar arrangement, whether in corporate, partnership or other legal form in which the Borrower or any of its Subsidiaries holds any Capital Stock; provided, in no event shall any corporate Subsidiary of any Person be considered to be a Joint Venture to which such Person is a party. On the Closing Date, the only Joint Venture is Visirna.

“Joint Venture Proceeds” means any and all proceeds payable to Borrower or any of its Subsidiaries pursuant to a Joint Venture, including but not limited to dividends, whether paid in cash, equity or any other form of consideration; provided, that, any amounts payable in respect of the research, development, manufacture and/or Commercialization of any Partnered Asset shall be treated as Royalties, Milestones, or Profit Share Amounts (as the case may be) in respect of such Partnered Asset.

“Junior Debt” has the meaning assigned to such term in the definition of Restricted Junior Payment.

“Know-How” means all information and materials, including but not limited to discoveries, improvements, processes, methods, protocols, formulations formulas, data (including pharmacological, toxicological, non-clinical data, clinical data, analytical and quality control data, manufacturing data and descriptions, market data, financial data or descriptions), inventions, devices, assays, chemical formulations, specifications, product samples and other samples, physical, practices, procedures, technology, techniques, designs, drawings, correspondence, computer programs, documents, apparatus, results, strategies, Regulatory Documentation, information and submissions pertaining to, or made in association with, filings with any Governmental Authority, research in progress, algorithms, data, databases, data collections, chemical and biological materials (including any compounds, DNA, RNA, clones, vectors, cells and any expression product, progeny, derivatives or improvements thereto), and the results of experimentation and testing, including samples in each case, knowledge, know-how, trade secrets and the like, in written, electronic, oral or other tangible or intangible form, patentable or otherwise, which are not generally known.

“Lender” means each lender listed on the signature pages hereto as a Lender, and any other Person that becomes a party hereto pursuant to an Assignment Agreement other than any Person that ceases to be a party hereto pursuant to any Assignment Agreement.

“Liabilities” means all claims, actions, suits, judgments, damages, losses, liability, obligations, responsibilities, fines, penalties, sanctions, costs, fees, taxes, commissions, charges, disbursements and expenses, in each case of any kind or nature (including interest accrued thereon or as a result thereto and fees, charges and disbursements of financial, legal and other advisors and consultants), whether joint or several, whether or not indirect, contingent, consequential, actual, punitive, treble or otherwise.

“License Agreements” has the meaning set forth in Section 4.23(b).

“Licensee” means any third party to which Company, any of its Subsidiaries, or any of their respective licensees, directly or indirectly through multiple tiers, grants a license, a sublicense, or other right to develop, manufacture or Commercialize a Product in any jurisdiction.

“Lien” means (a) any lien, mortgage, pledge, assignment, hypothec, deed of trust, security interest, license or sublicense, charge or encumbrance of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, and any lease in the nature thereof) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing, and (b) in the case of securities or Capital Stock, any purchase option, call or similar right of a third party with respect to such securities or Capital Stock.

“Loan” means any Term Loan.

“Loan Account” means an account maintained hereunder by Administrative Agent on its books of account at the Payment Office, and with respect to Company, in which it will be charged with the Term Loan made to, and all other Obligations incurred by the Loan Parties.

“Loan Document” means any of this Agreement, the Notes, if any, the Collateral Documents, the Fee Letter, the Flow of Funds Agreement, any Guaranty, the Intercompany Subordination Agreement, the Perfection Certificate, any intercreditor agreement executed pursuant to Section 9.8(a)(ii)(A), and all other documents, instruments or agreements executed and delivered by a Loan Party for the benefit of Administrative Agent or any Lender in connection herewith.

“Loan Party” means Company or any Guarantor.

“Loan Party Partner” has the meaning set forth in Section 4.33(a).

“Margin Stock” has the meaning specified in Regulation U of the Board of Governors of the Federal Reserve System as in effect from time to time.

“Market Capitalization Milestone” means the Company achieves an aggregate market capitalization of the Company (based on the closing price of the Common Stock on the date of such calculation) of greater than (i) \$[\*\*] for the purposes of the definition of Permitted Acquisition and Section 2.10(f) of this Agreement and (ii) \$[\*\*] for purposes of the definition of Required Milestone Cash Amount.

“Material Adverse Effect” means a material adverse effect with respect to (a) the business operations, properties, assets, financial condition, or liabilities of Borrower and its Subsidiaries taken as a whole, (b) the ability of any Loan Party to fully and timely perform its obligations under any Loan Document to which it is a party, (c) the legality, validity, binding effect, or enforceability against a Loan Party of a Loan Document to which it is a party, (d) the validity, perfection or priority of Administrative Agent’s Liens on the Collateral or (e) the rights, remedies and benefits available to, or conferred upon, Administrative Agent and any Lender or any other Secured Party under any Loan Document.

“Material Contract” means (a) any contract or other arrangement to which Borrower or any of its Subsidiaries is a party (other than the Loan Documents) for which breach, non-performance, cancellation or failure to renew could reasonably be expected to have a Material Adverse Effect and (b) those contracts and arrangements listed on Schedule 4.15 with respect to Material Products.

“Material Product” means [\*\*].

“Material Real Property” means (i) the fee-owned real property that is located at the Verona Technology Park at 1080 Arrowhead Way, Verona, Wisconsin 53593 (the “Wisconsin Facility”) and (ii) any other fee-owned real property that is owned by any Loan Party with a fair market value in excess of \$[\*\*] (at the time of acquisition, as reasonably estimated by the Borrower in good faith).

“Material Regulatory Liabilities” means (a) any Liabilities arising from the violation of FDA Laws, Public Health Laws, Federal Health Care Program Laws, or other applicable comparable Requirements of Law, or the terms, conditions of or requirements applicable to any Registrations (including costs of actions required under applicable Requirements of Law, including FDA Laws and Federal Health Care Program Laws, or necessary to remedy any violation of any terms or conditions applicable to any Registrations), including, but not limited to, withdrawal of approval, revocation, or suspension of a Governmental Authorization for, or recall, import detention, or seizure of, any Product, and (b) any loss of recurring annual revenues as a result of any loss, suspension or limitation of any Registrations, which, in the case of the foregoing clauses (a) and (b), (i) exceeds \$[\*\*] individually or in the aggregate or (ii) would reasonably be expected to result in a Material Adverse Effect.

“Material Subsidiary” means a Subsidiary of the Borrower other than an Immaterial Subsidiary.

“Milestones” means, with respect to any Product and Platform Technology, (i) any and all milestone payments received by or on behalf of Borrower or any of its Subsidiaries under any Permitted Product Agreement or pursuant to any Royalty Monetization Transaction in respect of such Product or Platform Technology (including but not limited to research milestones, development milestones, commercialization milestones, milestones payable on the First Commercial Sale of a Product, and purchase price milestones (including the RPI Milestones)), (ii) any and all payments received by or on behalf of Borrower or any of its Subsidiaries in lieu of such payments described in the foregoing clause (i), (iii) any and all interest payments received by Borrower or any of its Subsidiaries assessed on any payments described in the foregoing clauses (i) and (ii), and (iv) without duplication of any payment actually made under clauses (i), (ii) and (iii), any and all “proceeds” recoverable or recovered with respect to any of the foregoing.

“MOIC” has the meaning specified in the Fee Letter.

“Monetized Territory” has the meaning set forth in the definition of “Pipeline Asset Monetization”.

“Moody’s” means Moody’s Investor Services, Inc.

“Mortgage” means a mortgage, deed of trust or deed to secure debt that encumbers Real Property, in form and substance satisfactory to Administrative Agent, made by a Loan Party in favor of Administrative Agent for the benefit of the Secured Parties, securing the Obligations and delivered to Administrative Agent.

“Mortgage Deliverables” has the meaning specified in Section 5.11.

“Multiemployer Plan” means any Employee Benefit Plan which is a “multiemployer plan” as defined in Section 3(37) of ERISA.

“Narrative Reports” means, with respect to the financial statements for which such narrative report is required, (a) a customary management discussion and analysis report in a customary form for the Borrower for the applicable fiscal quarter or fiscal year and for the period from the beginning of the then-current fiscal year to the end of the period to which the relevant financial statements relate and (b) a narrative report, in a form to be mutually agreed by Borrower and Administrative Agent and which is intended to provide the following information (i) Company’s material clinical development activities involving any Products (other than Partnered Assets), including the timing/enrollment, material changes to design and latest estimate for completion for such clinical development programs, (ii) any Products (other than Partnered Assets) Commercialized by the Company, monthly units, ASP and net sales by country, and (iii) any reports summarizing development or commercialization activities received by the Borrower or any of its Subsidiaries in connection with any Joint Ventures or from Licensees with respect to their respective Partnered Assets.

“Net Proceeds” means (a) with respect to any Asset Sale, an amount equal to: (i) Cash payments received by or on behalf of Borrower or any of its Subsidiaries from such Asset Sale (including, in the case of any Permitted Product Agreement, any up-front payments, Royalties, Milestones, Joint Venture Proceeds, Profit Share Amounts and other similar payments), minus (ii) any bona fide costs or expenses incurred in connection with such Asset Sale that are properly attributable to such Asset Sale and to the extent paid or payable to non-Affiliates, including (A) income or gains Taxes paid or reasonably estimated to be payable in connection therewith, (B) payment of the outstanding principal amount of, premium or penalty, if any, and interest on any Indebtedness (other than the Loans) that is secured by a Lien on the stock or assets in question and that is required to be repaid under the terms thereof as a result of such Asset Sale, (C) a reasonable reserve for any indemnification payments (fixed or contingent) attributable to seller’s

indemnities and representations and warranties to purchaser in respect of such Asset Sale undertaken by Borrower or any of its Subsidiaries in connection with such Asset Sale and (D) any reasonable and documented out-of-pocket fees or expenses incurred in connection therewith; provided that upon release of any such reserve, the amount released shall be considered Net Proceeds, provided further that any Asset Sale comprising a Permitted Product Agreement shall not be subject to the deductions set forth in this subsection (ii), and (b) with respect to any insurance, condemnation, taking or other casualty proceeds, an amount equal to: (i) any Cash payments or proceeds received by Borrower or any of its Subsidiaries (A) under any casualty, business interruption or “key man” insurance policies in respect of any covered loss thereunder, or (B) as a result of the condemnation or taking of any assets of Borrower or any of its Subsidiaries by any Person pursuant to the power of eminent domain, condemnation or otherwise, or pursuant to a sale of any such assets to a purchaser with such power under threat of such a taking, minus (ii) (A) any actual costs or expenses incurred by Borrower or any of its Subsidiaries in connection with the adjustment or settlement of any claims of Borrower or such Subsidiary in respect thereof, and (B) any bona fide costs and expenses incurred in connection with any sale of such assets as referred to in clause (b)(i)(B) of this definition to the extent paid or payable to non-Affiliates, including income taxes payable as a result of any gain recognized in connection therewith.

“New License Agreement” has the meaning set forth in Section 5.12(c).

“NIH” has the meaning specified in the definition of Public Health Laws.

“Non-Core Markets” means any country or jurisdiction that is not a Core Market.

“Note” means a promissory note evidencing the Initial Term Loan or a Delayed Draw Term Loan, as applicable.

“Notice” means a Funding Notice.

“Obligations” means all obligations of every nature of each Loan Party and its Subsidiaries from time to time owed to Administrative Agent (including former Administrative Agents), the Lenders or any of them, in each case, under any Loan Document, whether for principal, interest (including interest which, but for the filing of a petition in bankruptcy with respect to such Loan Party, would have accrued on any Obligation, whether or not a claim is allowed against such Loan Party for such interest in the related bankruptcy proceeding), any Yield Maintenance Premium, any MOIC, fees, expenses, indemnification or otherwise and whether primary, secondary, direct, indirect, contingent, fixed or otherwise (including obligations of performance).

“OFAC” has the meaning specified in the definition of “Anti-Terrorism Laws”.

“OFAC Sanctions Programs” means (a) the Requirements of Law and Executive Orders administered by OFAC, including but not limited to, Executive Order No. 13224, and (b) the list of Specially Designated Nationals and Blocked Persons administered by OFAC, in each case, as renewed, extended, amended, or replaced.

“Olpasiran” means the pharmaceutical product candidate having the chemical structure set forth on Schedule 1.1(a), including all forms, presentations, strengths, doses, and formulations (including any method of delivery), either alone or as a Combination Product, and all other “Licensed Products” (as defined in the Olpasiran License Agreement) licensed or sublicensed to one or more third parties under the Olpasiran License Agreement.

“Olpasiran License Agreement” means that certain Second Collaboration and License Agreement by and between Amgen Inc. and Arrowhead Pharmaceuticals, Inc. dated as of September 28, 2016.

“Orange Book” means the FDA publication “Approved Drug Products with Therapeutic Equivalence Evaluations,” which identifies drug products approved by the FDA under the Federal Food, Drug, and Cosmetic Act as well as patent and exclusivity information related to approved drug products, as may be amended from time to time.

“Orange Book Patent” means any Product Patents issued in the U.S. and listed in Orange Book pursuant to 21 U.S.C. Section 355(b)(1), as such patent listing may be amended from time to time, together with all foreign counterpart patents.

“Organizational Documents” means (a) with respect to any corporation or company, its certificate, articles or memorandum of incorporation, organization or association, and its by-laws, (b) with respect to any limited partnership, its certificate of limited partnership, and its partnership agreement, (c) with respect to any general partnership, its partnership agreement, and (d) with respect to any limited liability company, its articles of organization, and its operating agreement (or, in each case of (a) through (d), the equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction). In the event any term or condition of this Agreement or any other Loan Document requires any Organizational Document to be certified by a secretary of state or similar governmental official, the reference to any such “Organizational Document” shall only be to a document of a type customarily certified by such governmental official.

“Other Connection Taxes” has the meaning specified in Section 2.15(a).

“Other Taxes” has the meaning specified in Section 2.15(a).

“Outbound License Agreement” means, individually or collectively as the context requires, the agreements listed in Items 1 through and including 5 of Schedule 4.23(b)(ii).

“Participant Register” has the meaning specified in Section 10.6(h)(ii).

“Partnered Assets” means (a) [\*\*], (b) [\*\*], and (c) any Products that are the subject of any Specified Transaction after such Specified Transaction is entered into.

“Patent” means any patent or patent application, including any continuation, continuation-in-part, division, provisional or any substitute applications, any patent issued with respect to any of the foregoing patent applications, any certificate, reissue, reexamination, renewal or patent term extension or adjustment (including any supplementary protection certificate) of any such patent or other governmental actions which extend the duration or any of the subject matter of a patent, and any substitution patent, confirmation patent or registration patent or patent of addition based on any such patent, and all foreign counterparts of any of the foregoing.

“PATRIOT Act” has the meaning specified in Section 4.29.

“Payment Office” means Administrative Agent’s office located at 2100 McKinney Avenue, Suite 1500, Dallas, Texas 75201 or such other office or offices of Administrative Agent as may be designated in writing from time to time by Administrative Agent and Company.

“PBGC” means the Pension Benefit Guaranty Corporation or any successor thereto.

“Pension Plan” means any Employee Benefit Plan, other than a Multiemployer Plan, which is subject to Section 412 of the Internal Revenue Code, Section 302 of ERISA or Title IV of ERISA.

“Perfection Certificate” means that certain Perfection Certificate, dated as of the Closing Date.

“Permitted Acquisition” means any acquisition by Company or its wholly owned Subsidiaries, whether by purchase, merger, in-licensing or otherwise, of all or substantially all of the assets of, all of the Capital Stock of, or a business line or unit or a division of, or Patents, or similar or related Intellectual Property rights of, any Person; provided,

(a) immediately prior to, and after giving effect thereto, no Default or Event of Default shall have occurred and be continuing or would result therefrom;

(b) all transactions in connection therewith shall be consummated, in all material respects, in accordance with all applicable laws and in conformity with all applicable and material Governmental Authorizations;

(c) in the case of the acquisition of Capital Stock, all of the Capital Stock (except for any such securities in the nature of directors’ qualifying shares required pursuant to applicable law) acquired or otherwise issued by such Person or any newly formed Guarantor Subsidiary in connection with such acquisition shall be owned [\*\*]% by a Loan Party, and Company shall have taken, or caused to be taken, as of the date such Person becomes a Subsidiary, each of the actions required to be taken as of such date as set forth in Section 5.10, Section 5.11 and/or Section 5.12, as applicable;

(d) Borrower and its Subsidiaries shall be in compliance with the covenant set forth in Section 6.8 on a pro forma basis after giving effect to such acquisition as of the last day of the Fiscal Quarter most recently ended;

(e) to the extent the Market Capitalization Milestone is not satisfied, in the case of an acquisition with total consideration in excess of \$[\*\*], and solely to the extent reasonably available to the Company, the Company shall have delivered to Administrative Agent at least [\*\*] (or such shorter period as agreed to by Administrative Agent in writing) prior to such proposed acquisition such information and documents that Administrative Agent may reasonably request, including, without limitation, financial information with respect to such acquired assets, to the extent such financial information is available, and drafts of the respective acquisition agreements related thereto;

(f) any Person or assets or division as acquired in such Permitted Acquisition shall be in the same business or lines of business in which Company and/or its Subsidiaries are engaged as of the Closing Date (or in lines of business reasonably related or incidental thereto, or such other lines of business as may be consented to by Administrative Agent (such consent not to be unreasonably withheld or delayed));

(g) the acquisition shall have been approved by the Board of Directors or other governing body or controlling Person of the Person acquired or the Person from whom such assets or division is acquired or a court of competent jurisdiction; and

(h) the assets being acquired (other than a de minimis amount of assets in relation to the assets being acquired) are located within [\*\*] or the Person whose Equity Interests are being acquired is organized in a jurisdiction located within [\*\*];

(i) the total consideration (excluding any portion thereof paid with Common Stock of the Company or with proceeds of a substantially concurrent (and in no event more than [\*\*] before or after such acquisition) issuance of Common Stock) paid or payable in connection with (x) an individual acquisition shall not exceed \$[\*\*] and (y) all such acquisitions consummated since the Closing Date shall not exceed \$[\*\*]; and

(j) all such assets so acquired shall be subject to the mandatory prepayment obligations set forth in Section 2.10(h) and Section 2.10(i).

“Permitted Convertible Indebtedness” means any Indebtedness of Borrower that is convertible based on a fixed conversion rate (subject to customary anti-dilution adjustments, “make-whole” increases and other customary changes thereto) into shares of Common Stock of Borrower (or other securities or property following a merger event or other change of the Common Stock of Borrower), cash or any combination thereof (with the amount of such cash or such combination determined by reference to the market price of such Common Stock or such other securities); provided that (a) at the time such Indebtedness is incurred, no Default or Event of Default has occurred and is continuing or would occur as a result of such incurrence, (b) all necessary corporate, company, shareholder or similar actions shall be taken and consents obtained in connection with the issuance of such Indebtedness, (c) the issuance of such Indebtedness shall be consummated in compliance with all applicable Requirements of Law, and (d) the documentation evidencing such Indebtedness shall have been delivered to Administrative Agent and shall be on customary terms for similar convertible transactions in the public markets (as determined by Borrower in good faith) but in all cases including all of the following terms: (i) it shall not have a cash pay interest rate that exceeds [\*\*]% per annum, (ii) it shall be (and shall remain at all times) unsecured to the Obligations, (iii) it shall not have a maturity (and shall not have any scheduled amortization of principal) prior to the date that is [\*\*] after the Term Loan Maturity Date in effect at the time such Indebtedness is incurred, (iv) if it has any negative covenants, such covenants (including covenants relating to incurrence of Indebtedness), shall not be more restrictive than those set forth herein, (v) it shall have no restrictions on Borrower’s or its Subsidiaries’ ability to grant liens securing the Obligations, (vi) it shall not prohibit the incurrence of the Obligations, (vii) it is not guaranteed by any Subsidiary and (viii) any cross-default or cross-acceleration event of default (each howsoever defined) provision contained therein that relates to indebtedness or other payment obligations of the Company (or any of its Subsidiaries) (such indebtedness or other payment obligations a “Cross-Default Reference Obligation”) contains a cure period of at least [\*\*] (after written notice to the issuer of such Indebtedness by the trustee or to such issuer and such trustee by holders of at least [\*\*]% (or any other applicable percentage) in the aggregate principal amount of such Indebtedness then outstanding) before a default, event of default, acceleration or other event or condition under such Cross-Default Reference Obligation results in an event of default under such cross-default or cross-acceleration provision.

“Permitted Equity Derivative” means any forward purchase, accelerated share repurchase, call option, warrant or other derivative transactions in respect of Borrower’s Common Stock; provided, that (w) the terms, conditions and covenants of each such transaction shall be customary for transactions of such type, as determined by Borrower in good faith, (x) such transaction may, at the option of Borrower, be settled in Common Stock of Borrower, (y) such transaction is entered into contemporaneously and otherwise in connection with the issuance of Permitted Convertible Indebtedness or the Restricted Junior Payments in respect of such transaction are otherwise permitted pursuant to Section 6.5(f), and (z) such transaction shall be classified in Borrower’s stockholders’ equity under FASB ASC 815-40 or any successor provision.

“Permitted Fazirsiran Reduction” means [\*\*].

“Permitted Indebtedness” means:

- (a) the Obligations;
- (b) to the extent constituting Indebtedness, Permitted Intercompany Investments; provided, that such Indebtedness shall be unsecured and, to the extent such Indebtedness is owed by a Loan Party to a Subsidiary that is not a Loan Party, the parties thereto are party to an Intercompany Subordination Agreement;
- (c) Indebtedness incurred by Borrower or any of its Subsidiaries arising from agreements providing for indemnification or from guaranties or letters of credit, surety bonds or performance bonds securing the performance of Company or any such Subsidiary pursuant to such agreements, in connection with Permitted Acquisitions or Asset Sales permitted hereunder;
- (d) Indebtedness which may be deemed to exist pursuant to any guaranties, performance, surety, statutory, appeal or similar obligations incurred in the ordinary course of business and Indebtedness constituting guaranties in the ordinary course of business of the obligations of suppliers, customers, franchisees and licensees of Borrower and its Subsidiaries;
- (e) Indebtedness incurred in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, trade contracts, performance and return of money bonds and other similar obligations;
- (f) (i) Indebtedness in respect of netting services, overdraft protections and otherwise in connection with deposit accounts; and (ii) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; provided, however, that such Indebtedness is extinguished within [\*\*] of incurrence;
- (g) Indebtedness described in Schedule 6.1, and any Permitted Refinancing Indebtedness in respect of such Indebtedness;
- (h) Indebtedness in an aggregate amount outstanding not to exceed at any time, together with the aggregate amount of Indebtedness incurred pursuant to clause (m) below, \$[\*\*] with respect to (i) Capital Leases and (ii) purchase money Indebtedness (including any Indebtedness acquired in connection with a Permitted Acquisition); provided that any such Indebtedness shall be secured only by the asset subject to such Capital Lease or by the asset acquired in connection with the incurrence of such Indebtedness;
- (i) guaranties with respect to Indebtedness of Borrower or any of its Subsidiaries, to the extent that the Person that is obligated under such guaranty could have incurred such underlying Indebtedness to the extent such guaranties are not prohibited by Section 6.7; provided that, if the Indebtedness being guaranteed is subordinated to the Obligations, such guaranty shall be subordinated to the Obligations on terms at least as favorable to the Secured Parties as those contained in the subordination of such Indebtedness;
- (j) unsecured Indebtedness of Borrower owing to former employees, officers, or directors (or any spouses, ex-spouses, or estates of any of the foregoing) incurred in connection with the repurchase by Borrower of the Capital Stock of Borrower that has been issued to such Persons, so long as (i) no Default or Event of Default has occurred and is continuing or would result from the incurrence of such Indebtedness, (ii) the aggregate outstanding principal amount of all such Indebtedness incurred

pursuant to this clause (j) does not exceed \$[\*\*], and (iii) such Indebtedness is subordinated to the Obligations on terms and conditions reasonably acceptable to Administrative Agent;

(k) Indebtedness owed to any Person providing property, casualty, liability, or other insurance to the Loan Parties, so long as the amount of such Indebtedness is not in excess of the amount of the unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the period in which such Indebtedness is incurred and such Indebtedness is outstanding only during such period;

(l) contingent liabilities in respect of any indemnification obligation, adjustment of purchase price, deferred purchase price and compensation, or other similar arrangements incurred by such Person in connection with the consummation of one or more Permitted Acquisitions, any Investment permitted hereunder or any license, transfer or other Asset Sale permitted hereunder;

(m) Indebtedness of a Person whose assets or Capital Stock are acquired by Borrower or any of its Subsidiaries in a Permitted Acquisition in an aggregate amount not to exceed, together with the aggregate amount of Indebtedness incurred pursuant to clause (h) above, \$[\*\*] at any one time outstanding; provided, that such Indebtedness (i) was in existence prior to the date of such Permitted Acquisition, (ii) is either purchase money Indebtedness or a Capital Lease with respect to equipment or mortgage financing with respect to a facility or other Indebtedness reasonably satisfactory to the Administrative Agent, and (iii) was not incurred in connection with, or in contemplation of, such Permitted Acquisition;

(n) Permitted Convertible Indebtedness and any Permitted Refinancing Indebtedness in respect thereof in an aggregate outstanding principal amount not to exceed the greater of \$[\*\*] and [\*\*]% of the aggregate market capitalization of the Company (based on the closing price of the Common Stock on the trading date immediately prior to the incurrence of such Indebtedness); provided that, any such Indebtedness incurred pursuant to this clause (n) shall not exceed \$[\*\*] in the aggregate at any time;

(o) Indebtedness consisting of obligations in respect of letters of credit, bank guarantees, surety bonds or performance bonds in an aggregate outstanding principal amount not to exceed \$[\*\*];

(p) [reserved];

(q) Indebtedness owed to any financial institution in respect of purchasing or debit card programs, credit card programs and related liabilities arising from ordinary course treasury, depository or cash management services, including any payments in connection with the termination thereof;

(r) Indebtedness consisting of take-or-pay obligations contained in supply arrangements in the ordinary course of business;

(s) customer deposits and advance payments received in the ordinary course of business from customers for goods purchased in the ordinary course of business;

(t) Indebtedness incurred in connection with bankers' acceptances, discounted bills of exchange, warehouse receipts or similar facilities or the discounting or factoring of receivables for collection purposes, in each case incurred or undertaken in the ordinary course of business;

(u) guarantees incurred in the ordinary course of business in respect of obligations to suppliers, customers, franchisees, lessors, licensees, sub-licensees and distribution partners;

(v) to the extent constituting Indebtedness, obligations under a Permitted Royalty Transaction; provided that with respect to any Permitted Royalty Transaction entered into after the Closing Date (i), prior to entering into a Permitted Royalty Transaction, the Borrower shall provide written notice to the Lenders of any process run by or on behalf of the Borrower involving a Royalty Monetization Transaction and to negotiate in good faith with the Lenders should the Lenders elect to submit a bid for such Royalty Monetization Transaction; provided that the Borrower shall in no way be precluded from soliciting other bids and conducting contemporaneous negotiations with other third party bidders for such Royalty Monetization Transaction;

(w) [reserved];

(x) obligations under any Hedging Agreement;

(y) any Permitted Equity Derivatives;

(z) other Indebtedness of Borrower and its Subsidiaries, which is unsecured in an aggregate amount not to exceed at any time \$[\*\*]; and

(aa) ordinary course tenant improvement loans relating to leased property.

For purposes of determining compliance with any Dollar-denominated restriction on the incurrence of Indebtedness, the Dollar equivalent principal amount of Indebtedness denominated in a foreign currency shall be calculated based on the relevant currency exchange rate in effect on the date such Indebtedness was incurred, in the case of term debt, or first committed, in the case of revolving credit debt.

“Permitted Intercompany Investments” means Investments by (a) a Loan Party to or in another Loan Party, (b) a Subsidiary that is not a Loan Party to or in another Subsidiary that is not a Loan Party; provided that no Intellectual Property Rights; provided, that, no Product or Intellectual Property Rights with respect to any Product shall be assigned, transferred, contributed, licensed, sublicensed, or otherwise disposed by any Loan Party to a Subsidiary that is not a Loan Party pursuant to this clause (b) except for Registrations required to be transferred to satisfy regulatory requirements in jurisdictions outside the United States, and non-exclusive licenses required to permit such Subsidiary to operate and/or run clinical trials in the ordinary course of business, (c) a Subsidiary that is not a Loan Party to or in a Loan Party, so long as, in the case of a loan or an advance, such Subsidiary that is not a Loan Party subordinates the obligations owed by the Loan Party to the Obligations pursuant to an Intercompany Subordination Agreement and (d) a Loan Party to a subsidiary that is not a Loan Party; provided that, with respect to this clause (d), (i) the aggregate outstanding amount of such Investments does not exceed \$[\*\*] in the aggregate outstanding at any time, (ii) Company and its Subsidiaries shall be in compliance with the covenant set forth in Section 6.8 on a pro forma basis after giving effect to such Investment and (iii) in the event such Subsidiary becomes a Loan Party, such Investment is deemed to occur under clause (a) above upon such Subsidiary becoming a Loan Party; provided, further, that, no Product or Intellectual Property Rights with respect to any Product shall be assigned, transferred, contributed, licensed, sublicensed, or otherwise disposed by any Loan Party to a Subsidiary that is not a Loan Party pursuant to this clause (d) except for Registrations required to be transferred to satisfy regulatory requirements in jurisdictions outside the United States, and non-exclusive licenses required to permit such Subsidiary to operate and/or run clinical trials in the ordinary course of business.

“Permitted Investments” means:

(a) Investments in Cash and cash equivalents (including Cash Equivalents);

(b) equity Investments owned as of the Closing Date in any Subsidiary and equity Investments owned after the Closing Date in any Subsidiary as a result of the formation of a Subsidiary to the extent otherwise permitted hereunder;

(c) Permitted Intercompany Investments;

(d) loans and advances to employees of Borrower and its Subsidiaries (i) made in the ordinary course of business and described on Schedule 6.6, and (ii) any refinancings of such loans after the Closing Date in an aggregate amount not to exceed \$[\*\*] at any time outstanding;

(e) Permitted Acquisitions;

(f) Investments described in Schedule 6.7 as of the Closing Date;

(g) any Investments consisting of extensions of credit in the nature of accounts receivable or notes receivable arising from the grant of trade credit in the ordinary course of business or received in compromise or resolution of (i) obligations of trade creditors or customers that were incurred in the ordinary course of business of Borrower or any of its Subsidiaries, including pursuant to any plan of reorganization or similar arrangement upon the bankruptcy or insolvency of any trade creditor or customer or (ii) litigation, arbitration or other disputes;

(h) Investments in negotiable instruments deposited or to be deposited for collection in the ordinary course of business;

(i) Investments in the ordinary course of business consisting of customary trade arrangements with customers;

(j) advances made in connection with purchases of goods or services in the ordinary course of business;

(k) Investments held by a Person acquired in a Permitted Acquisition to the extent that such Investments were not made in contemplation of or in connection with such Permitted Acquisition and were in existence on the date of such Permitted Acquisition;

(l) so long as no Event of Default has occurred and is continuing or would result therefrom, Investments in Joint Ventures; provided that, the aggregate amount of all such Investments in Joint Ventures shall not exceed \$[\*\*];

(m) Permitted Equity Derivatives;

(n) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of suppliers and customers and in settlement of delinquent obligations of, and other disputes with, customers and suppliers arising in the ordinary course of business;

(o) Investments in Hedging Agreements;

(p) any Investment of the non-cash consideration received from an Asset Sale that was made pursuant to and in compliance with this Agreement;

(q) Investments consisting of earnest money deposits made by Borrower or its Subsidiaries in connection with any letter of intent or other agreement in respect of any Investment permitted by this Agreement;

(r) [reserved];

(s) guarantees of operating leases or of other obligations, in each case, that do not constitute Indebtedness, and are entered into by Borrower or any Subsidiary in the ordinary course of business;

(t) Investments consisting of the redemption, purchase, repurchase or retirement of any Capital Stock of Borrower permitted by this Agreement;

(u) [reserved]; and

(v) so long as no Event of Default has occurred and is continuing or would result therefrom, other Investments in Cash in an aggregate amount outstanding not to exceed \$[\*\*].

“Permitted Liens” means:

(a) Liens in favor of Administrative Agent for the benefit of Secured Parties granted pursuant to any Loan Document;

(b) Liens for Taxes (i) not yet due and payable or (ii) if obligations with respect to such Taxes are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and adequate reserves required by GAAP have been made;

(c) statutory Liens of landlords, banks (and rights of set off), of carriers, warehousemen, mechanics, repairmen, workmen and materialmen, and other Liens imposed by law (other than any such Lien imposed pursuant to Section 401(a)(29) or 412(n) of the Internal Revenue Code or by ERISA), in each case incurred in the ordinary course of business for amounts not yet overdue;

(d) Liens incurred in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, trade contracts, performance and return of money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money or other Indebtedness), so long as no foreclosure, sale or similar proceedings have been commenced with respect to any portion of the Collateral on account thereof;

(e) easements, rights of way, restrictions, encroachments, and other minor defects or irregularities in title, in each case which do not and will not interfere in any material respect with the ordinary conduct of the business of Borrower or any of its Subsidiaries;

(f) any interest or title of a lessor or sublessor under any lease of real estate permitted hereunder;

(g) Liens solely on any cash earnest money deposits made by Borrower or any of its Subsidiaries in connection with any letter of intent or purchase agreement permitted hereunder;

(h) purported Liens evidenced by the filing of precautionary UCC financing statements relating solely to operating leases of personal property entered into in the ordinary course of business;

(i) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(j) any zoning or similar law or right reserved to or vested in any governmental office or agency to control or regulate the use of any real property;

(k) Liens described in Schedule 6.2; provided that any such Lien shall only secure the Indebtedness that it secures on the Closing Date and any Permitted Refinancing Indebtedness in respect thereof;

(l) Liens securing Capital Leases or purchase money Indebtedness permitted pursuant to clause (h) of the definition of Permitted Indebtedness; provided, any such Lien shall encumber only the asset subject to such Capital Lease or the asset acquired with the proceeds of such Indebtedness;

(m) Liens granted in the ordinary course of business on the unearned portion of insurance premiums securing the financing of insurance premiums to the extent the financing is permitted under the definition of Permitted Indebtedness;

(n) Liens assumed by Borrower and its Subsidiaries in connection with a Permitted Acquisition that secure Indebtedness permitted by clause (m) of the definition of Permitted Indebtedness;

(o) Liens solely on any cash and Cash Equivalents (and related segregated Deposit Accounts or Securities Accounts) securing Indebtedness permitted pursuant to clause (o) of the definition of Permitted Indebtedness, and (ii) Liens on cash deposits not exceeding \$[\*\*] in the aggregate securing Indebtedness permitted pursuant to clause (q) of the definition of Permitted Indebtedness;

(p) [reserved];

(q) Liens in favor of vendors or suppliers of such Person in the ordinary course of business to the extent encumbering property purchased from or provided by such vendors or suppliers and the proceeds thereof;

(r) Liens securing any judgments, writs or warrants of attachment or similar process not constituting an Event of Default under Section 8.1(h);

(s) Liens that are contractual rights of setoff relating to purchase orders entered into with customers, vendors or suppliers of such Person in the ordinary course of business;

(t) to the extent constituting Liens, licenses and sublicenses pursuant to Asset Sales permitted under Sections 6.9(b)(xi), (b)(xvii), (b)(xviii), (b)(xix), and non-exclusive licenses permitted under Section 6.9(b)(xx);

(u) bankers' Liens, rights of setoff and other similar Liens existing solely with respect to cash and Cash Equivalents on deposit in one or more accounts maintained by Borrower or its Subsidiaries, in each case granted in the ordinary course of business in favor of the bank or banks with which such accounts are maintained, securing amounts owing to such bank with respect to cash management and operating account arrangements, including those involving pooled accounts and netting

arrangements, as part of a bank's standard term and conditions; provided, that, unless such Liens are non-consensual and arise by operation of law, in no case shall any such Liens secure (either directly or indirectly) the repayment of any Indebtedness;

(v) Liens (i) of a collection bank arising under Section 4-210 of the UCC, or any comparable or successor provision, on items in the course of collection; and (ii) in favor of banking or other financial institutions or entities, or electronic payment service providers, arising as a matter of law encumbering deposits (including the right of set-off) and which are within the general parameters customary in the banking or finance industry;

(w) Permitted Security Interests (as defined below) granted pursuant to any Permitted Royalty Transaction;

(x) Liens on specific items of inventory or other goods and proceeds of the Borrower or a Subsidiary securing such Person's obligations in respect of bankers' acceptances or letters of credit entered into in the ordinary course of business issued or created for the account of such Person to facilitate the purchase, shipment or storage of such inventory or other goods;

(y) Liens arising from, or from UCC financing statement filings regarding, operating leases entered into by the Borrower or its Subsidiaries in the ordinary course of business or consistent with industry practice;

(z) Liens on inventory arising out of conditional sale, title retention, consignment or similar arrangements with customers or suppliers, in each case to the extent entered into in the ordinary course of business or consistent with industry practice;

(aa) any encumbrance or restriction, including any put and call arrangements, related to Capital Stock in any Joint Venture set forth in the operating or organizational documents of such Joint Venture or any related joint venture, shareholders' or similar agreement;

(bb) Liens on insurance policies and the proceeds thereof securing the financing of the premiums with respect thereto;

(cc) [reserved];

(dd) [reserved];

(ee) [reserved];

(ff) Liens of a collecting bank arising in the ordinary course of business under Section 4-208 of the UCC in effect in the relevant jurisdiction covering only the items being collected upon; and

(gg) other Liens incurred in the ordinary course of business of Borrower or any Subsidiary of Borrower with respect to obligations that do not exceed, together with Liens described in clause (b) above, \$[\*\*] in the aggregate at any one time outstanding; provided, that, such Lien shall not be on Product Intellectual Property Rights, Platform Intellectual Property Rights or Registrations.

Notwithstanding anything to the contrary contained in this Agreement or in any other Loan Document, no Liens on any Product (other than inventory), Intellectual Property Rights relating to any Product or Registrations relating to any Product shall be permitted under this Agreement (other than non-consensual

Liens constituting “Permitted Liens” and Liens described in clauses (a), (t) and (w) above).

“Permitted Plozasiran Agreement” means any agreement with respect to a Permitted Royalty Transaction with respect to Plozasiran, subject to the prepayment obligations required by Section 2.10(g).

“Permitted Product Agreement” means a Product Agreement that grants a license or sublicense of any rights under any Product Intellectual Property Rights, Platform Intellectual Property Rights, Registrations, Regulatory Documentation, or Collateral that allows the Licensee to research, develop, Commercialize, manufacture, distribute or otherwise utilize a Product in any Core Market or Non-Core Market; provided that, any such Product Agreement (i) [\*\*], (ii) permits the disclosure of royalty, development, commercialization and similar reports, and copies of any written notices (other than filings, submissions, reports, notices, correspondence and other documentation related to routine patent prosecution in the ordinary course and any materials that would be deemed privileged in connection with patent litigation) furnished to or by any the Loan Parties pursuant to such Product Agreement, to the Administrative Agent and the Lenders in accordance with Section 5.1(e), and (iii) [\*\*]; provided that, if requested by Borrower, the Administrative Agent shall enter into [\*\*], in form and substance reasonably satisfactory to the Administrative Agent, in connection with the entry by Borrower or any Subsidiary into any Permitted Product Agreement.

“Permitted Product Transaction” means the grant of a license or sublicense or any other disposition of any rights under any Product Intellectual Property Rights, Platform Intellectual Property Rights, Registrations, Regulatory Documentation, or Collateral pursuant to a Permitted Product Agreement.

“Permitted Reduction” means a Reduction taken by a counterparty to a Permitted Product Agreement, including any such agreement for a Partnered Asset, against any payment of any Royalties, Milestones, Profit Share Amounts or Joint Venture Proceeds pursuant to the express terms of such Permitted Product Agreement, excluding any amount owing from the Borrower or any of its Subsidiaries to the counterparty of such Permitted Product Agreement in respect of any right of such counterparty against the Borrower or any of its Subsidiaries arising from or in connection with such Permitted Product Agreement (other than an obligation owing from the Borrower or any of its Subsidiaries to such counterparty due to any overpayment of Royalties, Milestones, Profit Share Amounts or Joint Venture Proceeds by such counterparty).

“Permitted Refinancing Indebtedness” means any Indebtedness of Borrower or any of its Subsidiaries issued in exchange for, or the net proceeds of which are used to renew, refund, refinance, replace, defease or discharge other Indebtedness of Borrower or any of its Subsidiaries; provided that:

(a) the principal amount (or accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount (or accreted value, if applicable) of the Indebtedness renewed, refunded, refinanced, replaced, defeased or discharged (plus all accrued interest on the Indebtedness and the amount of all fees and expenses, including premiums, incurred in connection therewith);

(b) such Permitted Refinancing Indebtedness (i) has a final maturity date later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged or (ii) has a final maturity date later than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Term Loans;

(c) if the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged is subordinated in right of payment to the Obligations, such Permitted Refinancing Indebtedness is subordinated in right of payment to, the Obligations on terms at least as favorable to Administrative Agent and the Lenders as those contained in the documentation governing the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged;

(d) such Indebtedness is incurred either by Borrower or by the Subsidiary who is the obligor on the Indebtedness being renewed, refunded, refinanced, replaced, defeased or discharged; and

(e) in the case of Permitted Convertible Indebtedness, such Indebtedness complies with the terms set forth in the proviso of the definition of Permitted Convertible Indebtedness.

“Permitted Reinvestment Purposes” has the meaning specified in Section 2.10(b)(ii).

“Permitted Royalty Transaction” means (a) the Royalty Monetization Transaction pursuant to the RPI Agreement as in effect on November 9, 2022 (as amended, supplemented or otherwise modified from time to time in a manner not adverse to the Lenders, it being understood that any amendment, supplement or modification that would (i) adversely affect the amount or timing of the payment of the RPI Milestones or (ii) sell any additional Royalties, Milestones or other payments with respect to any Product would be adverse to Lenders) and (b) any Royalty Monetization Transaction involving the sale by Borrower to any third party of up to a [\*\*]% Royalty entitlement or [\*\*]% Product Revenues entitlement (in the aggregate), in each case, on net sales of Plozasiran, including the grant of a Permitted Security Interest to such third party in connection with such Permitted Royalty Transaction.

“Permitted Security Interest” means, solely in connection with a Permitted Royalty Transaction under clause (b) of such defined term, (a) a first priority security interest on the Royalties or Product Revenues sold to a third party pursuant to a Permitted Royalty Transaction, and (b) with respect to a sale of Product Revenues, a second priority security interest (subordinated in all respects to the Administrative Agent’s first priority security interest pursuant to an intercreditor agreement reasonably acceptable to the Administrative Agent) on the Plozasiran Product Intellectual Property Rights, in each case granted by the Borrower to a buyer of such Royalties or Product Revenues in connection with such Permitted Royalty Transaction solely to secure the payment of such Royalties or Product Revenues.

“Permitted Zodasiran Agreement” means any Permitted Product Agreement with respect to Zodasiran entered into between the Borrower or any of its Subsidiaries with another Person solely with respect to any research, development, manufacture, use, marketing, Commercialization and/or distribution arrangements with respect to Zodasiran and/or the granting of any exclusive licenses in any territory with respect to Zodasiran subject to any prepayments required by Section 2.10(f); provided that, such transaction must be consummated on or prior to August 7, 2026.

“Person” means and includes natural persons, corporations, companies, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, Joint Ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and Governmental Authorities.

“Personal Information” means any information that identifies or can be used to identify a natural person, including any information defined as “personal data,” “personally identifiable information,” “personal information,” “protected health information,” or “nonpublic personal information” under applicable Data Protection Laws.

“Pipeline Asset Monetization” means, with respect to any Pipeline Product (excluding, for the avoidance of doubt, any Material Product), (i) the sale, assignment, conveyance, transfer, or other disposition for value of Capital Stock pursuant to any Joint Venture that relates solely to one or more Pipeline Products in a specific territory (including worldwide), (ii) the license or sublicense to a third party for value of any Pipeline Product in a specific territory (including worldwide) pursuant to a Permitted Product Agreement, and/or or (iii) the sale, assignment, conveyance, transfer, or other disposition for value of all or substantially all of the Pipeline Assets for such Pipeline Product required to develop, manufacture and Commercialize such Pipeline Product in a specific territory (including worldwide); provided that (A) solely in case of (iii) above, such transactions do not include or otherwise relate to any tangible or intangible assets used or held for use in the development, manufacture or Commercialization of any Material Product, and (B) in each case (i), (ii) and (iii) above, all amounts received by Borrower and its Subsidiaries in respect of such territory (a “Monetized Territory”) shall be subject to the mandatory prepayments set forth in Section 2.10(h) (it being understood, for the avoidance of doubt, that any amounts generated by Borrower and its Subsidiaries from the development, manufacture and Commercialization by the Loan Parties of such Pipeline Product outside such Monetized Territory shall be subject to the mandatory prepayments set forth in Section 2.10(i)). Notwithstanding anything to the contrary, the Sarepta Transactions shall be deemed not to be a Pipeline Asset Monetization.

“Pipeline Assets” shall mean, with respect to a Pipeline Product, on a territory-by-territory basis, the Product Intellectual Property Rights, Regulatory Documentation, and other tangible and intangible assets exclusively relating to such Pipeline Product in a territory, in each case, solely to the extent such tangible and intangible assets are both (x) required to develop and Commercialize such Pipeline Product, and (y) are not related to or otherwise useful for the development, manufacture or Commercialization of any other Product (other than such Pipeline Product in such territory). For the avoidance of doubt, Pipeline Assets specifically exclude all Platform Intellectual Property Rights and all other tangible and intangible assets that are related to or otherwise useful for the development, manufacture, use or Commercialization of any Product other than such Pipeline Product and specifically shall not include real property, plant, equipment, inventory and other tangible assets of Borrower, any of its subsidiaries or Affiliates or any deposit accounts, cash and cash equivalents, investment property, and instruments of Borrower, any of its subsidiaries and Affiliates.

“Pipeline Percentage” has the meaning specified in Section 2.10(h).

“Pipeline Product” means any Product, other than Material Products, being researched, developed, manufactured or Commercialized by the Borrower, any of its Subsidiaries, or any Licensees from time to time, including any Product acquired after the Closing Date of this Agreement, regardless of form, including, for the avoidance of doubt, any Product that was the subject of a Specified Transaction as of the Closing Date that is not consummated within the time period set forth in subsection (c) of the definition of “Specified Transaction”.

“Platform Intellectual Property Rights” means any and all (a) Platform Technology, (b) Platform Patents, and (c) Intellectual Property Rights other than Platform Technology and Platform Patents owned by or exclusively licensed to, or purported to be owned by or exclusively licensed to, Borrower or its Subsidiaries relating to the Platform Technology (but excluding all Product Intellectual Property Rights) or that, absent a valid license or other rights under such other Intellectual Property Rights, would be infringed or misappropriated by the research, development, manufacture, use or Commercialization of the Platform Technology, including the Platform Patents and such other Intellectual Property Rights listed on Schedule 4.23(c)(ii).

“Platform Patents” means the U.S. and foreign Patents and pending Patent applications owned or Controlled by the Borrower or any of its Subsidiaries, now or in the future, that claim or otherwise cover

generally the Platform Technology, including the making, using or selling of RNAi Molecules generally and do not specifically claim or otherwise cover solely the making, using or selling of only a specific Product. “Platform Patents” include the Patents listed on Schedule 4.23(c)(ii).

“Platform Technology” means all Know-How owned or Controlled by the Borrower and its Subsidiaries, now or in the future, that relates generally to the composition of matter, formulation, form, or methods of use, delivery or manufacture of RNAi Molecules regardless of gene target and do not specifically relate to the composition of matter, formulation, form, or methods of use, delivery or manufacture solely of a specific Product.

“Pledge and Security Agreement” means the Pledge and Security Agreement executed by Grantors in favor of Administrative Agent for the benefit of the Secured Parties, in form and substance reasonably satisfactory to Administrative Agent, as amended, amended and restated, supplemented or otherwise modified from time to time.

“Plozasiran” means the pharmaceutical product candidate having the chemical structure set forth on Schedule 1.1(a), including all forms (including salt forms), presentations, strengths, doses, and formulations (including any method of delivery), either alone or as a Combination Product, and including any other licensed products licensed or sublicensed to a third party under any Permitted Plozasiran Agreement.

“Prime Rate” means the rate of interest quoted in The Wall Street Journal, Money Rates Section as the Prime Rate (currently defined as the base rate on corporate loans posted by at least 75% of the nation’s thirty (30) largest banks), as in effect from time to time. The Prime Rate is a reference rate and does not necessarily represent the lowest or best rate actually charged to any customer. The Administrative Agent or any other Lender may make commercial loans or other loans at rates of interest at, above or below the Prime Rate.

“Principal Office” means Administrative Agent’s “Principal Office” as set forth on Appendix B, or such other office as such Person may from time to time designate in writing to Company and each Lender.

“Pro Rata Share” means, with respect to:

(a) (i) a Lender’s obligation to make the Initial Term Loan, the percentage obtained by dividing (A) such Lender’s Initial Term Loan Commitment by (B) the Total Initial Term Loan Commitment, (ii) a Lender’s obligation to make a Delayed Draw Term Loan, the percentage obtained by dividing (A) such Lender’s Delayed Draw Term Loan Commitment by (B) the aggregate amount of the Lenders’ Delayed Draw Term Loan Commitments and (iii) a Lender’s right to make an Incremental Term Loan, the percentage obtained by dividing (A) such Lender’s outstanding Term Loans and unfunded Delayed Draw Term Loan Commitments by (B) the aggregate amount of all of the Lenders’ outstanding Term Loans and unfunded Delayed Draw Term Loan Commitments;

(b) a Lender’s right to receive payments of interest, fees and principal with respect to a Term Loan, the percentage obtained by dividing (i) the aggregate unpaid principal amount of such Lender’s portion of the Term Loan, by (ii) the aggregate unpaid principal amount of the Term Loan; and

(c) all other matters, the percentage obtained by dividing (i) the sum of such Lender’s Delayed Draw Term Loan Commitment and the unpaid principal amount of such Lender’s portion of the Term Loan, by (ii) the sum of the Total Delayed Draw Term Loan Commitment and the aggregate unpaid principal amount of the Term Loan.

“Product” means any product or product candidate being researched, developed, manufactured, or Commercialized by the Borrower, its Subsidiaries or any Licensees on or after the Closing Date, including but not limited to Zodasiran, any Pipeline Product, any Partnered Assets, and Plozasiran, including all forms (including salt forms), presentations, strengths, dosages and formulations (including any method of delivery), but excluding any third party product manufactured by Borrower or such Subsidiary solely on a contract manufacturing basis for such third party that is not a Licensee under a License Agreement.

“Product Agreement” means any agreement or Joint Venture entered into between Company or any of its Subsidiaries with another Person that includes any research, development, manufacturing, marketing, Commercialization and/or distribution arrangements, the granting of a license or sublicense of, or covenant not to assert, any rights under any Product Intellectual Property Rights, Platform Intellectual Property Rights, Registrations, Regulatory Documentation, or Collateral. For the avoidance of doubt, the License Agreements and the RPI Agreement are “Product Agreements”.

“Product Intellectual Property Rights” means, on a Product-by-Product basis, any and all Product Patents and other Intellectual Property Rights owned by or exclusively licensed to, or purported to be owned by or exclusively licensed to, Borrower or its Subsidiaries that (a) are necessary and used exclusively in the research, development, manufacture, use or Commercialization of such Product and (b) are not necessary or used in the research, development, manufacture, use or Commercialization of any other Product, including, for each Partnered Asset, the Patents, registered and applied for Copyrights, and registered and applied for Trademarks constituting such Intellectual Property Rights listed on Schedule 4.23(c)(i).

“Product Patents” means, on a Product-by-Product basis, the U.S. and foreign Patents and pending Patent applications (other than Platform Patents) that are owned or Controlled by the Borrower or any of its Subsidiaries, now or in the future, that claim or otherwise cover solely the composition of matter, formulation, form, or method of use, delivery or manufacture of such specific Product (and no other Product), including the making, using, or selling of such specific Product, and are necessary to the research, development, manufacture, use or Commercialization of such Specific Product. “Product Patents” include the Patents listed on Schedule 4.23(c)(i).

“Product Revenue” means, for any period, (a) the consolidated gross revenues of the Borrower and its Subsidiaries generated solely through the commercial sale of Products to third parties by the Borrower and its Subsidiaries or any of its or their Licensees during such period, less, without duplication, any Permitted Deductions, and (b) the consolidated gross revenues of the Borrower and its Subsidiaries generated solely through the commercial supply of products to Licensees and distributors calculated at the applicable transfer price, all, in respect of clauses (a) and (b), as determined in accordance with GAAP and calculated on a basis consistent with the applicable financial statements of the Borrower or its Subsidiaries. For purposes of determining Product Revenue, a “sale” shall not include transfers or dispositions of such Product for pre-clinical or clinical purposes or as samples or for charitable, promotional, manufacturing, testing, qualification or regulatory purposes, in each case, to the extent at or below the Borrower’s or its Subsidiaries’ cost of goods therefor. Product Revenue shall not include sales or transfers between or among the Borrower or its Affiliates, or its or their Licensees.

If any Product is sold as a Combination Product in any country, then Product Revenue for such Combination Product will be calculated by the Combination Product Calculation (replacing each instance of “Global Net Sales” thereunder with “Product Revenue,” mutatis mutandis).

“Product Revenue Report” has the meaning set forth in Section 5.1(t).

“Profit Share Amount” means with respect to any Permitted Product Agreement that includes a profit sharing or profit and loss sharing arrangement in a particular territory (a “Profit Share Territory”),

for a particular Fiscal Quarter, the amount equal to the Loan Parties' percentage of the gross profits generated from all sales of Products made in the Profit Share Territory in such Fiscal Quarter (including any Sublicense Revenue), regardless of whether such sales are made by a Loan Party, any counterparty or any Licensees under such Permitted Product Agreement; provided, however, that notwithstanding the foregoing, in the case of Fazirsiran, the Profit Share Amount shall be amount equal to [\*\*]% of (a) Net Sales (as defined in the Fazirsiran License Agreement) of Products (as defined in the Fazirsiran License Agreement), regardless of whether such sales are made by a Loan Party or any counterparty under the Fazirsiran License Agreement, and (b) Sublicense Revenue in the Profit-Share Territory (each term, as defined in the Fazirsiran License Agreement).

"Profit Share Territory" has (a) with respect to Fazirsiran, the meaning assigned to that term in the Fazirsiran License Agreement, and (b) with respect to all other Products, the meaning assigned to such term in the definition of Profit Share Amount.

"Projections" has the meaning specified in Section 4.8.

"Protective Advances" has the meaning specified in Section 9.11.

"Public Health Laws" means all Requirements of Law relating to the procurement, development, clinical and non-clinical evaluation, product approval or licensure, manufacture, production, analysis, distribution, dispensing, importation, exportation, use, handling, quality, sale, labeling, promotion, clinical trial registration or post market requirements of any drug, biologic or other medical product (including, without limitation, any ingredient or component of the foregoing products) subject to regulation under the FDA Laws and the Public Health Service Act (42 U.S.C. § 201 et seq.), as well as comparable applicable foreign laws, and including without limitation the regulations promulgated by the FDA at Title 21 of the Code of Federal Regulations and all applicable regulations promulgated by the National Institutes of Health ("NIH") and codified at Title 42 of the Code of Federal Regulations, and guidance, compliance, guides, and other policies issued by the FDA, the NIH and other comparable Governmental Authorities.

"Qualified Capital Stock" means, with respect to any Person, all Capital Stock of such Person that is not Disqualified Capital Stock.

"Qualified Cash" means, as of any date of determination, (x) prior to the date that is [\*\*] after the Closing Date (or such later date as agreed in writing by the Administrative Agent in its reasonable discretion), the amount of unrestricted Cash and Cash Equivalents (other than restrictions created by the Collateral Documents) of the Loan Parties that is in Deposit Accounts or Securities Accounts located in the United States and (y) on and after the date that is [\*\*] after the Closing Date (or such later date as agreed in writing by the Administrative Agent in its reasonable discretion), the amount of unrestricted Cash and Cash Equivalents (other than restrictions created by the Collateral Documents) of the Loan Parties that is in Deposit Accounts or Securities Accounts located in the United States, or any combination thereof and, in each case subject to a first priority perfected security interest (including in the case of Deposit Accounts and Securities Accounts located in the United States, subject to a Control Agreement).

"Qualified Entity" means any entity that (a) is a pharmaceutical and/or biologics company with global annual revenue for its most recently ended fiscal year that is equal to or greater than \$[\*\*] and (b) [\*\*].

"Real Estate Asset" means, at any time of determination, any Real Property owned by a Loan Party, but only to the extent such Real Property constitutes Collateral and is encumbered by a Mortgage pursuant to the terms of this Agreement.

“Real Property” means, collectively, all right, title and interest (including any leasehold, mineral or other estate) in and to any and all parcels of or interests in real property owned, leased or operated by any person.

“Recipient” has the meaning assigned to such term in Section 10.20.

“Reduction” means any set-off, counterclaim, credit, reduction or deduction, whether by contract or otherwise, taken against Royalties, Milestones, Sublicense Revenues, Profit Share Amounts or Joint Venture Proceeds.

“Register” has the meaning specified in Section 2.3(b).

“Registrations” shall mean authorizations, approvals, licenses, permits, certificates, registrations, listings, certificates, or exemptions of or issued by any Governmental Authority (including marketing approvals, investigational new drug applications or clinical trial applications, product recertifications, manufacturing approvals and authorizations, pricing and reimbursement approvals, labeling approvals or their foreign equivalent) that are required for the research, development, manufacture, commercialization, distribution, import, export, marketing, storage, transportation, pricing, Governmental Authority reimbursement, use and sale of Products.

“Regulation D” means Regulation D of the Board of Governors of the Federal Reserve System, as in effect from time to time.

“Regulatory Action” means any administrative or regulatory action, proceeding or investigation, warning letter, untitled letter, other notice of violation letter, recall, seizure, injunction or complaint for injunction, Section 305 notice or other similar written communication, consent order or consent decree, issued under the Public Health Laws by the FDA, the U.S. Department of Health and Human Services, the U.S. Department of Justice, or any comparable Governmental Authority in any other regulatory jurisdiction, including any inspectional observations recorded on a Form FDA 483, any Establishment Inspection Report, and any written request from FDA for a regulatory meeting.

“Regulatory Documentation” means all (a) Registrations, (b) written correspondence and reports submitted to or received from Governmental Authorities (including minutes and official contact reports relating to any communications with any Governmental Authority) and all supporting documents with respect thereto, including all advertising and promotion documents, adverse event files, and complaint files, and (c) non-clinical and clinical data, research protocols, and data contained or relied upon in any of the foregoing, in each case ((a), (b), and (c)) relating to any Product.

“Reinvestment Amounts” has the meaning specified in Section 2.10(b)(ii).

“Related Fund” means, with respect to any Lender that is an investment fund or an Affiliate of an investment fund, any other Person that makes, purchases, holds or otherwise invests in commercial loans and that is managed, administered or advised by the same investment advisor as such Lender or by an Affiliate of such investment advisor.

“Release” means any release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, dumping, leaching or migration of any Hazardous Material into the indoor or outdoor environment (including the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Material), including the movement of any Hazardous Material through the air, soil, surface water or groundwater.

“Remedial Action” means all actions taken to (a) correct or address any actual or threatened non-compliance with Environmental Law, (b) clean up, remove, remediate, contain, treat, monitor, assess, evaluate or in any other way address Hazardous Materials in the indoor or outdoor environment, (c) prevent or minimize a Release or threatened Release of Hazardous Materials so they do not migrate or endanger or threaten to endanger public health or welfare or the indoor or outdoor environment, (d) perform pre-remedial studies and investigations and post-remedial operation and maintenance activities; or (e) perform any other actions authorized or required by Environmental Law or Governmental Authority.

“Replacement Lender” has the meaning specified in Section 2.18.

“Required Lenders” means Lenders whose Pro Rata Share (calculated in accordance with clause (c) of the definition thereof) aggregate at least 50.1%.

“Required Milestone Cash Amount” means (a) at all times when the Market Capitalization Milestone is satisfied, \$[\*\*] or (b) at any time when the Market Capitalization Milestone is not satisfied and remains unsatisfied for a period of [\*\*], \$[\*\*]; provided, that, if the Market Capitalization Milestone is unsatisfied for a period of [\*\*], the Required Milestone Cash Amount shall remain at \$[\*\*] until such time as the Market Capitalization Milestone is satisfied for a period of [\*\*].

“Requirements of Law” means, with respect to any Person, collectively, the common law and all federal, state, provincial, local, foreign, multinational or international laws, statutes, codes, treaties, standards, rules and regulations, guidelines, ordinances, orders, judgments, writs, injunctions, decrees (including administrative or judicial precedents or authorities) and the interpretation or administration thereof by, and other determinations, directives, requirements or requests of, any Governmental Authority, in each case that are applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

“Restricted Junior Payment” means (a) any dividend or other distribution, direct or indirect, on account of any shares of any class of Capital Stock of Borrower now or hereafter outstanding, except a dividend payable solely in shares of Capital Stock to the holders of that class, together with any payment or distribution pursuant to a “plan of division” under the Delaware Limited Liability Act or any comparable transaction under any similar law, (b) any redemption, retirement, sinking fund or similar payment, purchase or other acquisition for value, direct or indirect, of any shares of any class of Capital Stock of Borrower or any of its Subsidiaries that is not a Loan Party now or hereafter outstanding, (c) any payment made to retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire shares of any class of Capital Stock of Borrower or any of its Subsidiaries that is not a Loan Party now or hereafter outstanding, and (d) any payment or prepayment of principal of, premium, if any, or interest on, or redemption, purchase, retirement, defeasance (including in substance or legal defeasance), sinking fund or similar payment with respect to, any subordinated Indebtedness.

“Restricted License” means any Product Agreement entered into after the Closing Date that (i) cannot be collaterally assigned to secure the Obligations, or otherwise contains provisions that restrict or penalize the granting of a security interest in or Lien securing the Obligations on such Product Agreement or the related Product Intellectual Property Rights, (ii) restricts the assignment of such Product Agreement upon the sale or other disposition of all or substantially all of the assets to which such Product Agreement relates (other than customary provisions requiring the assumption by the applicable purchaser of all obligations under such Product Agreement), or (iii) does not permit the disclosure of information to be provided thereunder to Administrative Agent and the Lenders, any purchaser or prospective purchaser in a foreclosure or other transfer of all or any portion of the Collateral (subject to customary confidentiality obligations); provided a Product Agreement shall not be a “Restricted License” by virtue of clause (iii) if

Borrower and/or the applicable Subsidiary has used commercially reasonable efforts to remove or not include any such restriction.

“RNAi Molecule” means a molecule comprising an exogenous double-stranded oligonucleotide (i.e., RNA or modified variants thereof) comprising a nucleotide sequence designed to inhibit the expression of a gene using the RNA interference mechanism.

“Royalties” means (i) any and all royalty payments received by or on behalf of Borrower or its Subsidiaries under any Permitted Product Agreement with respect to a Product, (ii) any and all payments received by Borrower or its Subsidiaries in lieu of such payments described in the foregoing clause (i) under the applicable Permitted Product Agreement, (iii) any and all interest payments received by or on behalf of Borrower or its Subsidiaries under a Permitted Product Agreement assessed on any payments or amounts described in the foregoing clauses (i) and (ii), and (iv) without duplication of any payment actually made under clauses (i), (ii) and (iii), any and all “proceeds” recoverable or recovered with respect to any of the foregoing.

“Royalty Monetization Transaction” means any monetization transaction involving the sale, transfer, option or collateralization of (i) any monetary payments (contingent or otherwise) payable to Borrower or its Subsidiaries by a counterparty under a Product Agreement (including any Royalties, Milestones and Profit Share Amounts payable thereunder), or (ii) any Product Revenues, in each case whether in whole or in part, in each case (i) and (ii) including but not limited to sales of royalty streams, royalty bonds and other royalty financings, synthetic royalty and revenue interest transactions (including but not limited to clinical trial funding arrangements), and hybrid monetization transactions.

“Royalty Reports” means any royalty reports, net sales reports or other similar reports deliverable by a counterparty pursuant to any Permitted Product Agreement.

“RPI Agreement” means that certain Royalty Purchase Agreement by and between Borrower and Royalty Pharma Investments 2019 ICAV, dated as of November 9, 2022.

“RPI Milestones” means the “Additional Purchase Price Payments” payable to Borrower pursuant to Section 2.1(b) of the RPI Agreement.

“S&P” means Standard & Poor’s Ratings Group, a division of The McGraw Hill Corporation.

“Sanctioned Entity” means (a) a country or territory or a government of a country or territory, (b) an agency of the government of a country or territory, (c) an organization directly or indirectly controlled by a country or territory or its government, or (d) a Person resident in or determined to be resident in a country or territory, in each case of clauses (a) through (d) that is a target of Sanctions, including a target of any country or territory sanctions program administered and enforced by OFAC.

“Sanctioned Person” means, at any time (a) any Person named on the list of Specially Designated Nationals and Blocked Persons maintained by OFAC, OFAC’s consolidated Non-SDN list or any other Sanctions-related list maintained by any Governmental Authority, (b) a Person or legal entity that is a target of Sanctions, (c) any Person operating, organized or resident in a Sanctioned Entity, or (d) any Person directly or indirectly owned or controlled (individually or in the aggregate) by or acting on behalf of any such Person or Persons described in clauses (a) through (c) above.

“Sanctions” means individually and collectively, respectively, any and all economic sanctions, trade sanctions, financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes anti-terrorism laws and other sanctions laws, regulations or embargoes, including those imposed, administered or enforced

from time to time by: (a) the United States of America, including those administered by OFAC, the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future executive order, (b) the United Nations Security Council, (c) the European Union or any European Union member state, (d) His Majesty's Treasury of the United Kingdom, or (e) any other Governmental Authority with jurisdiction over any Lender or any Loan Party or any of their respective Subsidiaries or Affiliates.

“Sarepta” means Sarepta Therapeutics, Inc.

“Sarepta Agreements” means the license and collaboration agreement between the Borrower and Sarepta entered into on November 25, 2024 relating to the Sarepta Transactions and any related agreements, without giving effect to any amendments including assets not included in the Sarepta Agreements on November 25, 2024.

“Sarepta Upfront Payment” shall mean the \$500,000,000 upfront payment described in the Sarepta Agreements made pursuant to the Sarepta Transactions.

“Sarepta Transactions” means the transactions to be entered into between the Borrower and Sarepta Therapeutics, Inc. as described in the Sarepta Agreements.

“Secured Parties” has the meaning assigned to that term in the Pledge and Security Agreement.

“Securities Account” means a securities account (as defined in the UCC).

“Securities Act” means the Securities Act of 1933.

“Solvency Certificate” means a Solvency Certificate substantially in the form of Exhibit E.

“Solvent” means, with respect to any Loan Party, that as of the date of determination, both (a)(i) the sum of such Loan Party's debt (including contingent liabilities) does not exceed the present fair saleable value of such Loan Party's present assets, (ii) such Loan Party's capital is not unreasonably small in relation to its business as contemplated on the Closing Date and reflected in the transactions contemplated by the Projections, and (iii) such Loan Party has not incurred and does not intend to incur, or believe (nor should it reasonably believe) that it will incur, debts beyond its ability to pay such debts as they become due (whether at maturity or otherwise) and (b) such Person is “solvent” within the meaning given that term and similar terms under applicable laws relating to fraudulent transfers and conveyances. For purposes of this definition, the amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability (irrespective of whether such contingent liabilities meet the criteria for accrual under Statement of Financial Accounting Standard No. 5).

“Specified Jurisdictions” means, as of any date of determination, the United States and the jurisdiction of organization or formation of a Loan Party.

“Specified Transactions” means, with respect to any Pipeline Assets (other than Plozasiran), any Pipeline Asset Monetization transaction that is under negotiation prior to the Closing Date if (a) the transaction and all material economic terms thereof are identified by the Borrower to the Administrative Agent in writing prior to the Closing Date, (b) prior to entering into such transaction the Borrower shall have delivered to the Administrative Agent the final term sheet for such transaction, the terms of which shall be no less favorable to the Borrower than the terms previously disclosed to the Administrative Agent by the Borrower, and (c) [\*\*\*].

“Sublicense Revenue” means any amounts (other than Royalties and Milestones) payable to Borrower or its Subsidiaries by a counterparty under a Product Agreement based on sublicenses granted by such counterparty to a Sublicensee under such Product Agreement as such amounts are defined under the equivalent definition included in such Product Agreement; provided that, for clarity, in the case of Fazirsiran, the term “Sublicense Revenue” shall have the meaning set forth in the Fazirsiran License Agreement.

“Subsidiary” means, with respect to any Person, any corporation, company, partnership, limited liability company, association, joint venture or other business entity of which more than 50% of the total voting power of shares of stock, shares, or other ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Person or Persons (whether directors, managers, trustees or other Persons performing similar functions) having the power to direct or cause the direction of the management and policies thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof; provided, in determining the percentage of ownership interests of any Person controlled by another Person, no ownership interest in the nature of a “qualifying share” of the former Person shall be deemed to be outstanding. Notwithstanding anything to the contrary, for purposes of the Agreement, Visirna and its Subsidiaries and Calando Pharmaceuticals, Inc. shall be deemed not to be a Subsidiary of the Borrower or any Loan Party.

“Survey” means a survey of any Real Property (and all improvements thereon) which is (a) (i) prepared by a surveyor or engineer licensed to perform surveys in the jurisdiction where such Real Property is located, (ii) dated (or redated) not earlier than six months prior to the date of delivery thereof unless there shall have occurred within six months prior to such date of delivery any material exterior construction on the site of such Real Property or any easement, right of way or other interest in the Real Property has been granted or become effective through operation of law or otherwise with respect to such Real Property which, in either case, can be depicted on a survey, in which events, as applicable, such survey shall be dated (or redated) after the completion of such construction or if such construction shall not have been completed as of such date of delivery, not earlier than [\*\*] prior to such date of delivery, or after the grant or effectiveness of any such easement, right of way or other interest in the Real Property, (iii) certified by the surveyor (in a manner reasonably acceptable to Administrative Agent) to the Administrative Agent, and the Title Company, (iv) complying in all respects with the minimum detail requirements of the American Land Title Association as such requirements are in effect on the date of preparation of such survey and (v) sufficient for the Title Company to remove all standard survey exceptions from the title insurance policy relating to such Real Property and issue the endorsements of the type required hereunder.

“Tax” means any present or future tax, levy, impost, duty, assessment, charge, fee, deduction or withholding (including backup withholding) or other charge imposed by any Governmental Authority, and any interest, penalties, additions to tax or other liabilities with respect thereto.

“Term Loan” means, collectively, the Initial Term Loan and each Delayed Draw Term Loan.

“Term Loan Commitment” means, collectively, the Initial Term Loan Commitment and the Delayed Draw Term Loan Commitments.

“Term Loan Maturity Date” means the earlier of (a) August 7, 2031 and (b) the date that the Term Loan shall become due and payable in full hereunder, whether by acceleration or otherwise; provided, that, if such date is not a Business Day, the Term Loan Maturity Date shall be the immediately preceding Business Day.

“Terminated Lender” has the meaning specified in Section 2.18.

“Termination Date” means the date all Obligations (other than contingent obligations with respect to which no claim has been made) are paid in full and the expiration or termination of the Commitments of the Lenders under this Agreement.

“Test Date” has the meaning specified in the definition of Excluded Subsidiary.

“Threshold Amount” means \$[\*\*].

“Title Company” has the meaning specified in Section 5.11.

“Title Policy” has the meaning specified in Section 5.11.

“Total Delayed Draw Term Loan Commitment” means the sum of the amounts of the Lenders’ Delayed Draw Term Loan Commitments.

“Total Initial Term Loan Commitment” means the sum of the amounts of the Lenders’ Initial Term Loan Commitments.

“Trademarks” has the meaning ascribed to such term in the definition of “Intellectual Property Rights.”

“True Up Payment” has the meaning specified in the Fee Letter.

“U.S.” or “United States” means the United States of America (including all possessions and territories thereof).

“U.S. Tax Compliance Certificate” has the meaning specified in Section 2.15(d)(i)(B)(3).

“UCC” means the Uniform Commercial Code (or any similar or equivalent legislation) as in effect in any applicable jurisdiction.

“Unpaid Interest” shall mean interest that is unpaid, including by the funding of a Delayed Draw Term Loan, or is otherwise not capitalized.

“Visirna” means Visirna Therapeutics Inc.

“VISIRNA JV Products” means the RNAi Molecules that are the subject of that certain License Agreement dated April 25, 2022, between Company and Visirna Therapeutics, Inc. and collectively are defined therein as the “Licensed Compounds” and “Licensed Products”, including [\*\*], in the “Licensee Territory” as defined therein, and further including all forms (including salt forms), presentations, strengths, doses, and formulations (including any method of delivery), either alone or as a Combination Product[\*\*].

“Visirna JV Documents” means that certain (i) License Agreement by and between Arrowhead Pharmaceuticals, Inc., a Delaware corporation and Visirna Therapeutics, Inc. dated as of April 25, 2022 (the “Visirna License Agreement”), (ii) Share Purchase Agreement by and among Visirna Therapeutics, Inc., Arrowhead Pharmaceuticals, Inc., Vivo Capital Fund IX (Cayman), L.P., and Vivo Innovation Fund II Holdings, L.P. entered into on April 25, 2022, (iii) Shareholders Agreement between Visirna Therapeutics, Inc., Arrowhead Pharmaceuticals, Inc., Vivo Capital Fund IX (Cayman), L.P., Vivo Innovation Fund II Holdings, L.P., and the other parties thereto from time to time, entered into as of April 25, 2022, (iv) Amended and Restated Memorandum of Association of Visirna Therapeutics, Inc., adopted by a special resolution passed on April 25, 2022, (v) Letter re: Management Rights from Visirna

Therapeutics, Inc. to Vivo Capital Fund IX (Cayman), L.P. and Vivo Innovation Fund II Holdings, L.P., dated as of April 25, 2022, and (vi) Clinical Trial Collaboration Agreement by and between Visirna Therapeutics, Inc. and Arrowhead Pharmaceuticals, Inc. entered into as of May 9, 2024.

“Visirna License Agreement” has the meaning set forth in the definition of “Visirna JV Documents”.

“Weighted Average Life to Maturity” means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

(a) the sum of the products obtained by multiplying (i) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect of the Indebtedness, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by

(b) the then outstanding principal amount of such Indebtedness.

“Wisconsin Facility” has the meaning specified in the definition of Material Real Property.

“Yield Maintenance Premium” has the meaning specified in the Fee Letter.

“Zodasiran” means the pharmaceutical product candidate having the chemical structure set forth on Schedule 1.1(a), including all forms (including salt forms), presentations, strengths, doses, and formulations (including any method of delivery), either alone or as a Combination Product, and including all other products licensed or sublicensed to a third party under any Permitted Zodasiran Agreement.

“Zodasiran Upfront Payment” has the meaning specified in Section 6.9(b)(xix).

“Zodasiran Upfront Payment Balance” has the meaning specified in Section 2.10(f).

## Section 1.2 Accounting and Other Terms.

(a) Except as otherwise expressly provided herein, all accounting terms not otherwise defined herein shall have the meanings assigned to them in conformity with GAAP. Financial statements and other information required to be delivered by Borrower to Lenders pursuant to Sections 5.1(b) and 5.1(c) shall be prepared in accordance with GAAP as in effect at the time of such preparation. Subject to the foregoing, calculations in connection with the definitions, covenants and other provisions hereof shall utilize accounting principles and policies in conformity with those used to prepare the Historical Financial Statements. Notwithstanding the foregoing, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, (i) Indebtedness of Borrower and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470 20 on financial liabilities shall be disregarded, (ii) with respect to the accounting for leases as either operating leases or capital leases and the impact of such accounting in accordance with FASB ASC 840 on the definitions and covenants herein, GAAP as in effect on December 31, 2018 shall be applied and (iii) with respect to revenue recognition and the impact of such accounting in accordance with FASB ASC 606 on the definitions and covenants herein, GAAP as in effect on December 31, 2017 shall be applied.

(b) All terms used in this Agreement which are defined in Article 8 or Article 9 of the UCC as in effect from time to time in the State of New York and which are not otherwise defined herein shall have the same meanings herein as set forth therein, provided that terms used herein which are defined

in the UCC as in effect in the State of New York on the date hereof shall continue to have the same meaning notwithstanding any replacement or amendment of such statute except as Administrative Agent may otherwise determine.

(c) For purposes of determining compliance with any incurrence or expenditure tests set forth in this Agreement, any amounts so incurred or expended (to the extent incurred or expended in a currency other than Dollars (\$)) shall be converted into Dollars on the basis of the exchange rates (as shown on the Bloomberg currency page for such currency or, if the same does not provide such exchange rate, by reference to such other recognized and publicly available service for displaying exchange rates as may be reasonably selected by Administrative Agent or, in the event no such service is available, on such other basis as is reasonably satisfactory to Administrative Agent) as in effect on the date of such incurrence or expenditure under any provision of any such Section that has an aggregate Dollar limitation provided for therein (and to the extent the respective incurrence or expenditure test regulates the aggregate amount outstanding at any time and it is expressed in terms of Dollars, all outstanding amounts originally incurred or spent in currencies other than Dollars shall be converted into Dollars on the basis of the exchange rates (as shown on the Bloomberg currency page for such currency or, if the same does not provide such exchange rate, by reference to such other recognized and publicly available service for displaying exchange rates as may be reasonably selected by Administrative Agent or, in the event no such service is available, on such other basis as is reasonably satisfactory to Administrative Agent) as in effect on the date of any new incurrence or expenditures made under any provision of any such Section that regulates the Dollar amount outstanding at any time).

Section 1.3 Interpretation, Etc. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The word “will” shall be construed to have the same meaning and effect as the word “shall.” References herein to any Section, Appendix, Schedule or Exhibit shall be to a Section, an Appendix, a Schedule or an Exhibit, as the case may be, hereof unless otherwise specifically provided. The use herein of the word “include” or “including,” when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not no limiting language (such as “without limitation” or “but not limited to” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. The words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any right or interest in or to assets and properties of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible. Any reference herein or in any other Loan Document to the satisfaction, repayment, or payment in full of the Obligations or Guaranteed Obligations shall mean (a) the payment or repayment in full in immediately available funds of (i) the principal amount of, and interest accrued and unpaid with respect to, all outstanding Loans, together with the payment of any premium applicable to the repayment of the Loans, including any MOIC or Yield Maintenance Premium, (ii) all costs, expenses, or indemnities payable pursuant to Section 10.2 or Section 10.3 of this Agreement that have accrued and are unpaid regardless of whether demand has been made therefor, and (iii) all fees, charges (including loan fees, service fees, professional fees, and expense reimbursement) and other Obligations that have accrued hereunder or under any other Loan Document and are unpaid, (b) the receipt by Administrative Agent of cash collateral in order to secure any other contingent Obligations for which a claim or demand for payment has been made on or prior to such time or in respect of matters or circumstances known to the Administrative Agent or a Lender at such time that are reasonably expected to result in any loss, cost, damage, or expense (including attorneys’ fees and legal expenses), such cash collateral to be in such amount as the Administrative Agent reasonably determines is appropriate to secure such contingent Obligations, and (c) the termination of all of the Term Loan Commitments. Notwithstanding anything in this Agreement to the contrary, (A) the Dodd-Frank Wall Street Reform and

Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (B) all requests, rules, guidelines or directives concerning capital adequacy promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities shall, in each case, be deemed to be enacted, adopted, issued, phased in or effective after the date of this Agreement regardless of the date enacted, adopted, issued, phased in or effective. Unless the context requires otherwise (a) any definition of or reference to any Loan Document, agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in any Loan Document), (b) any reference to any law or regulation shall (i) include all statutory and regulatory provisions consolidating, amending, replacing or interpreting or supplementing such law or regulation, and (ii) unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, (c) any reference herein to any Person shall be construed to include such Person's successors and permitted assigns and (d) any reference to "on behalf of" with respect to any payments to the Borrower, any Loan Party or any Subsidiary of the Borrower, shall mean a payment made to any agent or representative of such Person (and not, for the avoidance of doubt, the counterparty to any contract or agreement). This Section 1.3 shall apply, mutatis mutandis, to all Loan Documents.

Section 1.4 Time References. Unless otherwise indicated herein, all references to time of day refer to Eastern Standard Time or Eastern daylight saving time, as in effect in New York City on such day. For purposes of the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding"; provided, however, that with respect to a computation of fees or interest payable to Administrative Agent or any Lender, such period shall in any event consist of at least one full day. Whenever any action or delivery to be taken or made under this Agreement or any other Loan Document shall be stated to be due on a day other than a Business Day, such action or delivery shall be deemed to be due on the next succeeding Business Day; provided, however, that any notices relating to any defaults, Events of Default or remedial actions associated therewith shall be deemed to have been received and/or to occur immediately upon receipt by the intended recipient.

Section 1.5 Certain Matters of Construction. References in this Agreement to "determination" by Administrative Agent include good faith estimates by Administrative Agent (in the case of quantitative determinations) and good faith beliefs by Administrative Agent (in the case of qualitative determinations). A Default or Event of Default shall be deemed to exist at all times during the period commencing on the date that such Default or Event of Default occurs to the date on which such Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly provided for in this Agreement; and an Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing by the Required Lenders. Any Lien referred to in this Agreement or any other Loan Document as having been created in favor of Administrative Agent, any agreement entered into by Administrative Agent pursuant to this Agreement or any other Loan Document, any payment made by or to or funds received by Administrative Agent pursuant to or as contemplated by this Agreement or any other Loan Document, or any act taken or omitted to be taken by Administrative Agent, shall, unless otherwise expressly provided, be created, entered into, made or received, or taken or omitted, for the benefit or account of Administrative Agent and the Lenders. Wherever the phrase "to the knowledge of any Loan Party" or words of similar import relating to the knowledge or the awareness of any Loan Party are used in this Agreement or any other Loan Document, such phrase shall mean and refer to (i) the actual knowledge of a senior officer of any Loan Party or (ii) the knowledge that a senior officer would have obtained if such officer had engaged in good faith and diligent performance of such officer's duties, including the making of such reasonably specific inquiries as may be necessary of the employees or agents of such Loan Party and a good faith attempt to ascertain the existence or accuracy of the matter to which such phrase relates. All covenants hereunder shall be given independent effect so that if a particular

action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or otherwise within the limitations of, another covenant shall not avoid the occurrence of a default if such action is taken or condition exists. In addition, all representations and warranties hereunder shall be given independent effect so that if a particular representation or warranty proves to be incorrect or is breached, the fact that another representation or warranty concerning the same or similar subject matter is correct or is not breached will not affect the incorrectness of a breach of a representation or warranty hereunder.

## ARTICLE II

### LOANS

#### Section 2.1 Term Loans.

(a) Initial Term Loans; Delayed Draw Term Loans; Incremental Term Loans. Subject to the terms and conditions hereof:

(i) each Lender severally agrees to make, on the Closing Date, an Initial Term Loan to Company in an amount equal to such Lender's Initial Term Loan Commitment;

(ii) each Lender severally agrees to make, after the Closing Date and at any time prior to the Delayed Draw Commitment Termination Date, one or more Initial Delayed Draw Term Loans to Company in an aggregate principal amount not to exceed such Lender's Delayed Draw Term Loan Commitment; and

(iii) at the option of the Borrower, and subject to the approval of the Lenders in their sole discretion, each Lender may, severally and not jointly, make Incremental Term Loans to the Borrower in an aggregate amount not to exceed \$100,000,000.

The Company may make only one borrowing under the Initial Term Loan Commitment, which shall be on the Closing Date. Any amount borrowed under this Section 2.1(a) and subsequently repaid or prepaid may not be reborrowed. Subject to Section 2.9 and 2.10, all amounts owed hereunder with respect to the Initial Term Loan and the Delayed Draw Term Loan shall be paid in full no later than the Term Loan Maturity Date. Each Lender's Initial Term Loan Commitment shall terminate immediately and without further action on the Closing Date, after giving effect to the funding of such Initial Term Loans on the Closing Date. Each Lender's Delayed Draw Term Loan Commitment shall be permanently reduced immediately and without further action upon the funding of each Delayed Draw Term Loan after the Closing Date in an amount equal to such Lender's Pro Rata Share (calculated in accordance with clause (b) of the definition thereof) of such funded Delayed Draw Term Loan on such Credit Date. Each Lender's Delayed Draw Term Loan Commitment shall terminate immediately and without further action on the Delayed Draw Commitment Termination Date; provided that, if at any time, the Total Delayed Draw Term Loan Commitment exceeds the amount of necessary to pay interest on the Term Loans through the Term Loan Maturity Date, the Administrative Agent shall be entitled to reduce the Total Delayed Draw Term Loan Commitment and the Delayed Draw Term Loan Commitment of each Lender on a quarterly basis upon notice to the Borrower and the Lenders without further action.

#### (b) Borrowing Mechanics for Term Loans.

(i) Company shall deliver to Administrative Agent a fully executed Funding Notice no later than three Business Days prior to the Closing Date (or such shorter period permitted by Administrative Agent), with respect to Term Loans made on the Closing Date. No Funding Notice shall

be required to be executed in connection with the Initial Delayed Draw Term Loans and to the extent required by any Lender, the Administrative Agent shall provide any notice required of funding of Initial Delayed Draw Term Loans as described in the next sentence. Promptly upon receipt by Administrative Agent of any such Funding Notice and/or within 1 Business Day (or such earlier date required by any Lender) of the date an interest payment is due, Administrative Agent shall notify each Lender of the proposed borrowing. Administrative Agent and Lenders (A) may act without liability upon the basis of written or facsimile notice believed by Administrative Agent in good faith to be from Company (or from any Authorized Officer thereof designated in writing purportedly from Company to Administrative Agent), (B) shall be entitled to rely conclusively on any Authorized Officer's authority to request a Term Loan on behalf of Company until Administrative Agent receives written notice to the contrary, and (C) shall have no duty to verify the authenticity of the signature appearing on any written Funding Notice.

(ii) Each Lender shall make its applicable Term Loan available to Administrative Agent not later than 12:00 p.m. on the applicable Credit Date, by wire transfer of same day funds in Dollars, at Administrative Agent's Principal Office. Upon satisfaction or waiver of the conditions precedent specified herein, Administrative Agent shall make the proceeds of the applicable Term Loans available to Company on the applicable Credit Date by causing an amount of same day funds in Dollars equal to the proceeds of all such Loans received by Administrative Agent from Lenders to be wired to the account of Company at Administrative Agent's Principal Office or to such other account as may be designated in writing to Administrative Agent by Company in the applicable Funding Notice.

(iii) During the Delayed Draw Commitment Period, drawings under the Delayed Draw Term Loan Commitments shall (A) not be made more than once in any Fiscal Quarter on each Interest Payment Date and (B) be applied solely to pay interest on the Loans. The Administrative Agent shall provide notice to the Borrower that the Initial Delayed Draw Term Loans have been funded.

(iv) With respect to any Funding Notice requesting Incremental Term Loans, (i) the Administrative Agent shall promptly forward such Funding Notice to each Lender and (ii) each Lender shall, within fifteen (15) Business Days of receipt of such Funding Notice, elect or decline to commit, on the applicable Credit Date, to provide its Pro Rata Share of such Term Loans. During such fifteen (15) Business Day period, the Borrower shall provide to the Administrative Agent, for distribution to the Lenders, such information as reasonably requested by the Lenders, including, without limitation any information related to the use of funds of such Incremental Term Loans. The making of any Incremental Term Loans will be subject to entering into an amendment to this Agreement that is reasonably acceptable to the Borrower and the Administrative Agent.

(c) Pro Rata Shares; Availability of Funds.

(i) Pro Rata Shares. All Loans (other than the Incremental Term Loans) shall be made by Lenders simultaneously and proportionately to their respective Pro Rata Shares, it being understood that no Lender shall be responsible for any default by any other Lender in such other Lender's obligation to make a Loan requested hereunder nor shall any Term Loan Commitment of any Lender be increased or decreased as a result of a default by any other Lender in such other Lender's obligation to make a Loan requested hereunder or purchase a participation required hereby.

(ii) Availability of Funds. Unless Administrative Agent shall have been notified by any Lender in writing prior to the applicable Credit Date that such Lender does not intend to make available to Administrative Agent the amount of such Lender's Loan requested on such Credit Date, Administrative Agent may assume that such Lender has made such amount available to Administrative Agent on such Credit Date and Administrative Agent may, in its reasonable discretion, but shall not be obligated to, make available to Company a corresponding amount on such Credit Date. If such

corresponding amount is not in fact made available to Administrative Agent by such Lender, Administrative Agent shall be entitled to recover such corresponding amount on demand from such Lender together with interest thereon, for each day from such Credit Date until the date such amount is paid to Administrative Agent, at the customary rate set by Administrative Agent for the correction of errors among banks for three Business Days and thereafter at the Prime Rate. If such Lender does not pay such corresponding amount forthwith upon Administrative Agent's demand therefor, Administrative Agent shall promptly notify Company and Company shall immediately pay such corresponding amount to Administrative Agent together with interest thereon, for each day from such Credit Date until the date such amount is paid to Administrative Agent, at 15% per annum. Nothing in this Section 2.1(c)(ii) shall be deemed to relieve any Lender from its obligation to fulfill its Term Loan Commitments hereunder or to prejudice any rights that Company may have against any Lender as a result of any default by such Lender hereunder.

Section 2.2 Use of Proceeds. The proceeds of the Term Loans shall be applied by Company to fund working capital, capital expenditures and general corporate purposes of Borrower and its Subsidiaries. The proceeds of the Initial Delayed Draw Term Loans made after the Closing Date shall be applied by Company solely to pay interest on the Loans. The Incremental Term Loans made after the Closing Date shall be applied by Company in a manner as agreed upon between the Company and the Administrative Agent. No portion of the proceeds of the Term Loan shall be used in any manner that causes or might cause such Credit Extension or the application of such proceeds to violate Regulation T, Regulation U or Regulation X of the Board of Governors of the Federal Reserve System or any other regulation thereof or to violate the Exchange Act.

Section 2.3 Evidence of Debt; Register; Lenders' Books and Records; Notes.

(a) Lenders' Evidence of Debt. Each Lender shall maintain on its internal records an account or accounts evidencing the Obligations of Company to such Lender, including the amounts of the Term Loans made by it and each repayment and prepayment in respect thereof. Any such recordation shall be conclusive and binding on Company, absent manifest error; provided, that the failure to make any such recordation, or any error in such recordation, shall not affect Company's Obligations in respect of any Term Loans; and provided further, in the event of any inconsistency between the Register and any Lender's records, the recordations in the Register shall govern.

(b) Register. Administrative Agent shall maintain at its Principal Office a register for the recordation of the names and addresses of Lenders and the principal amount of the Term Loans (and stated interest therein) of each Lender from time to time (the "Register"). The Register shall be available for inspection by Company at any reasonable time and from time to time upon reasonable prior written notice. Administrative Agent shall record in the Register the Term Loans (and stated interest thereon), and each repayment or prepayment in respect of the principal amount of the Term Loans, and any such recordation shall be conclusive and binding on Company and each Lender, absent manifest error; provided, failure to make any such recordation, or any error in such recordation, shall not affect Company's Obligations in respect of any Term Loan. Company hereby designates the entity serving as Administrative Agent to serve as Company's non-fiduciary agent solely for purposes of maintaining the Register as provided in this Section 2.3, and Company hereby agrees that, to the extent such entity serves in such capacity, the entity serving as Administrative Agent and its officers, directors, employees, agents and affiliates shall constitute "Indemnitees."

(c) Notes. If so requested by any Lender by written notice to Company (with a copy to Administrative Agent) at least two Business Days prior to the Closing Date, or at any time thereafter, Company shall execute and deliver to such Lender (and/or, if applicable and if so specified in such notice, to any Person who is an assignee of such Lender pursuant to Section 10.6) on the Closing Date (or, if such notice is delivered after the Closing Date, promptly after Company's receipt of such notice) a Note or Notes.

Section 2.4 Interest.

(a) Except as otherwise set forth herein, each Loan shall bear interest at the rate of 15.00% per annum on the unpaid principal amount thereof from the date made through repayment (whether by acceleration or otherwise) thereof.

(b) Interest payable hereunder shall be computed on the basis of a 360 day year, in each case for the actual number of days elapsed in the period during which it accrues. In computing interest on any Loan, the date of the making of such Loan applicable to such Loan, and the date of payment of such Loan shall be excluded; provided, if a Loan is repaid on the same day on which it is made, one day's interest shall be paid on that Loan.

(c) Except as otherwise set forth herein, interest on each Term Loan shall be payable in arrears (i) on each Interest Payment Date and (ii) on the Term Loan Maturity Date; provided that, (A) interest accrued pursuant to Section 2.6 shall be payable on demand and (B) in the event of any repayment or prepayment of any Term Loan, accrued interest and any additional amounts payable pursuant to the terms of the Fee Letter shall be payable on the date of such repayment or prepayment.

Section 2.5 [Reserved].

Section 2.6 Default Interest. Upon the occurrence and during the continuance of an Event of Default under Sections 8.1(a), (f) or (g), and after notice from the Administrative Agent acting at the direction of the Required Lenders, after the occurrence and during the continuance of any other Event of Default retroactive to the date of occurrence of such Event of Default, the principal amount of all Term Loans outstanding and, to the extent permitted by applicable law, any interest payments on the Term Loans or any fees or other amounts owed hereunder (including any MOIC or Yield Maintenance Premium), shall thereafter bear interest (including post petition interest in any proceeding under the Bankruptcy Code or other applicable bankruptcy laws) payable on demand at a rate that is **[\*\*]**% per annum in excess of the interest rate otherwise payable hereunder with respect to the Term Loans (the "Default Rate"). All interest payable at the Default Rate shall be payable in cash on demand. Payment or acceptance of the Default Rate of interest provided for in this Section 2.6 is not a permitted alternative to timely payment and shall not constitute a waiver of any Default or Event of Default or otherwise prejudice or limit any rights or remedies of Administrative Agent or any Lender.

Section 2.7 Fees.

(a) Company agrees to pay to Administrative Agent all fees payable by it in the Fee Letter in the amounts and at the times specified therein.

(b) All fees referred to in Section 2.7(a) shall be calculated on the basis of a 360 day year and the actual number of days elapsed.

Section 2.8 Repayment of Term Loans. The principal amounts of the Term Loans shall be repaid, together with all other amounts owed hereunder with respect thereto, in full in cash no later than the Term Loan Maturity Date.

Section 2.9 Voluntary Prepayments and Commitment Reductions.

(a) Voluntary Prepayments.

(i) Subject to the terms of the Fee Letter, Company may prepay at any time the Term Loan on any Business Day in whole or in part, in an aggregate minimum amount of \$1,000,000 (or the remaining balance of the Term Loans if less) and integral multiples of \$1,000,000 in excess of that amount.

(ii) All such prepayments shall be made (A) upon not less than three (3) Business Days' prior written notice given to Administrative Agent by 10:00 a.m. on the date required (and Administrative Agent will promptly transmit such or original notice by facsimile or email to each Lender). Upon the giving of any such notice, the principal amount of the Term Loans specified in such notice shall become due and payable on the prepayment date specified therein; provided, that any notice of prepayment may be conditioned upon the effectiveness of other credit facilities or any other financing, disposition, sale or other transaction. Any such voluntary prepayment shall be applied as specified in Section 2.11(a) with respect to the Term Loans.

(b) Voluntary Commitment Reductions.

(i) Company may, upon not less than three Business Days' prior written notice confirmed in writing to Administrative Agent (which written notice Administrative Agent will promptly transmit by facsimile or email to each applicable Lender), at any time and from time to time terminate in whole or permanently reduce in part any unused portion of the Delayed Draw Term Loan Commitments; provided, any such partial reduction of the Delayed Draw Term Loan Commitments shall be in an aggregate minimum amount of \$1,000,000 (or the remaining balance of the Commitments if less) and integral multiples of \$1,000,000 in excess of that amount.

(i) Company's notice to Administrative Agent shall designate the date (which shall be a Business Day) of such termination or reduction and the amount of any partial reduction, and such termination or reduction of the Delayed Draw Term Loan Commitments shall be effective on the date specified in Company's notice and shall reduce the Delayed Draw Term Loan of each Lender proportionately to its Pro Rata Share thereof; provided, that any notice of termination or reduction may be conditioned upon the effectiveness of other credit facilities or any other financing, disposition, sale or other transaction.

(ii) In addition to the foregoing, the Administrative Agent may, at any time and from time to time, reduce the Total Delayed Draw Term Loan Commitment (and the Delayed Draw Term Loan Commitment of each Lender) to an amount which remains sufficient to pay all interest for the remaining term of the Agreement, calculated as of the date of any such reduction.

Section 2.10 Mandatory Prepayments.

(a) [Reserved].

(b) Insurance/Condemnation Proceeds. No later than the [\*\*] following the date of receipt by any Loan Party of any Net Proceeds from insurance payment or any condemnation, taking or other casualty event in excess of \$[\*\*] in the aggregate in any Fiscal Year, Company shall prepay the Term Loan as set forth in Section 2.11(a) in an aggregate amount equal to such Net Proceeds in excess of \$[\*\*]; provided, (i) so long as no Default or Event of Default shall have occurred and be continuing, (ii) Company has delivered Administrative Agent prior written notice of Company's intention to apply such Net Proceeds (the "Reinvestment Amounts") to the costs of research, development, manufacturing, Commercialization, license, purchase, or other acquisition or investment of or in other assets or Products used or useful in the business of the Loan Parties, including working capital, capital expenditures and Permitted Acquisitions (the "Permitted Reinvestment Purposes"), (iii) the monies are held in a Deposit Account or Securities

Account in which the Administrative Agent has a perfected first-priority security interest, and (iv) the Loan Parties complete such cost payment, reinvestment or purchase within [\*\*] after the initial receipt of such monies, the Loan Parties shall have the option to apply such Reinvestment Amounts to any Permitted Reinvestment Purposes in an aggregate amount not to exceed (1) \$[\*\*] in respect of any individual event and (2) \$[\*\*] in the aggregate during the term of this Agreement; provided, that if any such Net Proceeds are no longer intended to be or cannot be so reinvested during the applicable [\*\*] period, an amount equal to any such Net Proceeds shall be applied within [\*\*] after Borrower reasonably determines that such Net Proceeds are no longer intended to be or cannot be so reinvested to the prepayment of the Term Loans as set forth in Section 2.11(a).

(c) Issuance of Debt. On the date of receipt by Borrower or any of its Subsidiaries of any Cash proceeds from the incurrence of any Indebtedness of Borrower or any of its Subsidiaries (other than with respect to any Indebtedness permitted to be incurred pursuant to Section 6.1), Company shall prepay the Loans in an aggregate amount equal to [\*\*]% of such proceeds, net of underwriting discounts and commissions and other reasonable costs and expenses associated therewith, in each case, paid to non-Affiliates, including reasonable legal fees and expenses.

(d) Extraordinary Receipts. On the date of receipt by or on behalf of any Loan Party of any Net Proceeds from any Extraordinary Receipts in excess of \$[\*\*] in the aggregate in any Fiscal Year, the Borrower shall prepay the Term Loan as set forth in Section 2.11(a) in the amount of such Extraordinary Receipts in excess of \$[\*\*]; provided, (i) so long as no Default or Event of Default shall have occurred and be continuing, (ii) the Borrower has delivered Administrative Agent prior written notice of the Borrower's intention to apply the Reinvestment Amounts to Permitted Reinvestment Purposes, (iii) the monies are held in a Deposit Account or Securities Account in which the Administrative Agent has a perfected first-priority security interest, and (iv) the Loan Parties complete such purchase within [\*\*] after the initial receipt of such monies, the Borrower shall have the option to apply such Reinvestment Amounts to any Permitted Reinvestment Purpose in an aggregate amount not to exceed (A) \$[\*\*] in respect of any individual Extraordinary Receipt and (B) \$[\*\*] in the aggregate for all Extraordinary Receipts during the term of this Agreement; provided, that if any such Net Proceeds are no longer intended to be or cannot be so reinvested during the applicable [\*\*] period, an amount equal to any such Net Proceeds shall be applied within [\*\*] after Borrower reasonably determines that such Net Proceeds are no longer intended to be or cannot be so reinvested to the prepayment of the Term Loans as set forth in Section 2.11(a).

(e) Partnered Assets. No later than [\*\*] following the date of receipt of any Joint Venture Proceeds or consideration for the Capital Stock of a Joint Venture by or on behalf of any Loan Party, or with respect to Product Revenue, Royalties, Milestones and Profit Share Amounts, [\*\*] following the last day of each Fiscal Quarter, the Borrower shall prepay the Term Loan as set forth in Section 2.11(a) in an amount equal to:

(x) [\*\*]% of (i) Product Revenues (excluding sales of Product by a Licensee), (ii) Joint Venture Proceeds, and (iii) any Profit Share Amounts, in each case generated or received by the Loan Parties in respect of the Partnered Assets (other than amounts set forth in clause (y));

(y) [\*\*]% of any Royalties and Milestones;

in the case of clauses (x) and (y), to the extent attributable to the research, development, manufacture and/or Commercialization of any Partnered Asset (including any Pipeline Asset after it becomes subject to a consummated Specified Transaction described in Section 6.9(b)(xviii)); provided that, with respect to Fazirsiran, on a Fiscal Quarter-by-Fiscal Quarter basis, in each case (x) and (y) above, Borrower shall prepay the Term Loan in an amount equal to the *lesser* of (A) [\*\*], and (B) [\*\*]. For the avoidance of

doubt, any Fazirsiran Payment Shortfall Amount that is not prepaid in a Fiscal Quarter shall be carried over to the subsequent Fiscal Quarter unless the Fazirsiran Payment Shortfall Amount is zero); and

provided further that, with respect to Olpasiran, the prepayments with respect to Royalties in (y) shall, with respect to Royalties that were sold to RPI under the RPI Agreement, instead include [\*\*]% of all RPI Milestones, if any, received by the Loan Parties, and the other amounts in (x) and (y) shall remain as set forth above; and

(z) [\*\*]% of the Net Proceeds received in connection with the sale, liquidation or disposition of any Capital Stock of a Joint Venture.

(f) Zodasiran. In connection with the development, manufacture and/or Commercialization of Zodasiran by or on behalf of Borrower, its Subsidiaries, and their respective Licensees (including under any Permitted Zodasiran Agreement described in Section 6.9(b)(xix)), subject to Section 2.10(f)(A) below, the Borrower shall prepay the Term Loan as set forth in Section 2.11(a) in an amount equal to (x) [\*\*]% of any Royalties and Milestones under any Permitted Zodasiran Agreement, (y) [\*\*]% of (i) Product Revenues (excluding sales of Product by a Licensee), (ii) Joint Venture Proceeds, and (iii) Profit Share Amounts, in each case (y)(i)-(iii), generated or received by or on behalf of the Loan Parties in respect of the Zodasiran (other than amounts set forth in subclause (z) of this Section 2.10(f)) and (z) [\*\*]% of any Zodasiran Upfront Payment (provided that the prepayment amount under this item (z) shall not exceed \$[\*\*] or if the Permitted Zodasiran Agreement is effected after [\*\*] after the Closing Date and prior to [\*\*] the Closing Date, \$[\*\*]), which, (A) with respect to subclause (x) of this Section 2.10(f), shall be payable within [\*\*] after receipt thereof by or on behalf of the Borrower or any of its Subsidiaries and (B) with respect to subclause (y) of this Section 2.10(f), shall be payable within [\*\*] following the last day of each Fiscal Quarter, and (C) with respect to subclause (z) of this Section 2.10(f), shall be payable as follows: (1) if the Market Capitalization Milestone is not satisfied on the date of receipt thereof, within [\*\*] following the date of receipt thereof by or on behalf of any Loan Party and (2) if the Market Capitalization Milestone is satisfied on the date of receipt thereof by any Loan Party and remains satisfied while there is a Zodasiran Upfront Payment Balance outstanding, the Zodasiran Upfront Payment shall be paid in four equal installments (any outstanding balances owed at any time, the "Zodasiran Upfront Payment Balance") as follows: (a) the first installment shall be payable within [\*\*] after receipt of such Zodasiran Upfront Payment by or on behalf of the Borrower or any of its Subsidiaries, (b) the second installment shall be payable on the date that is [\*\*] of the receipt of such Zodasiran Upfront Payment by or on behalf of the Borrower or any of its Subsidiaries, (c) the third installment shall be payable on the date that is [\*\*] of the receipt of such Zodasiran Upfront Payment by or on behalf of the Borrower or any of its Subsidiaries, and (d) the fourth installment shall be payable on the date that is the [\*\*] of the receipt of such Zodasiran Upfront Payment by or on behalf of the Borrower or any of its Subsidiaries; provided that, if at any time the Market Capitalization Milestone is not satisfied while there is a Zodasiran Upfront Payment Balance outstanding, the entire Zodasiran Upfront Payment Balance shall become due and payable immediately.

(g) Plozasiran. In connection with the Commercialization of Plozasiran by Borrower and its Subsidiaries, Borrower shall prepay the Term Loan as set forth in Section 2.11(a) in an amount equal to [\*\*]% of Global Net Sales of Plozasiran in such Fiscal Quarter, which shall be payable within [\*\*] following the last day of each Fiscal Quarter.

(h) Pipeline Assets. No later than [\*\*] following the date of receipt by any Loan Party of any Net Proceeds from any Pipeline Asset Monetization (including, for the avoidance of doubt, any Pipeline Asset Monetization with respect to a Product that was the subject of a Specified Transaction as of the Closing Date but that is not consummated within the time period set forth in subsection (c) of the definition of "Specified Transaction"), Company shall prepay the Term Loan, as set forth in Section 2.11(a), from all Net Proceeds received from such Pipeline Asset Monetization an amount equal to (i) [\*\*]% of the

first \$[\*\*] of Net Proceeds received and (ii) [\*\*]% of such Net Proceeds received in excess of \$[\*\*]; provided, that, notwithstanding the foregoing, at and after such time as both (x) the Company has Qualified Cash in excess of \$[\*\*] and (y) the Lenders have earned and been paid (without (a) receipt of the True Up Payment or (b) including any optional prepayment pursuant to Section 2.9(a)(i) in such calculation) an amount equal to [\*\*], the applicable percentage in clause (i) and (ii) above shall be reduced to [\*\*]% of such Net Proceeds. For the avoidance of doubt, any Asset Sale of Plozasiran, any Asset Sale of Zodasiran, any upfront fee received in connection with a Specified Transaction and any amounts received in connection with the Sarepta Transactions shall not be subject to this Section 2.10(h).

(i) Other Products. (A) With respect to any Product (excluding (i) Plozasiran, (ii) Zodasiran, (iii) any Partnered Asset and (iv) any amounts received in connection with transactions for which prepayments are required to be made and are made pursuant to Section 2.10(e) through (h) above and clauses (j) and (k) below), no later than [\*\*] following the last day of each Fiscal Quarter following the Closing Date (or if later, within [\*\*] following the end of the month during which the relevant payments are received), Company shall prepay the Term Loan as set forth in Section 2.11(a) in an amount equal to [\*\*]% of Global Net Sales of such Product for such Fiscal Quarter. (B) With respect to third party products manufactured by the Loan Parties solely on a contract manufacturing basis for a third party that is not a Licensee, an amount equal to [\*\*]% of net revenue received by a Loan Party in connection with such manufacture within [\*\*] following the end of the calendar month in which such net revenue is received. For the avoidance of doubt, any amounts received in connection with the Sarepta Transactions on or after the Amendment No. 1 Effective Date shall not be subject to this Section 2.10(i).

(j) Royalty Reductions and Milestone Reductions. If a counterparty to the Takeda License Agreement exercises any Reduction against any payment of any Royalties, Milestones, Sublicense Revenue, Profit Share Amounts or Joint Venture Proceeds, other than for a Permitted Reduction, Borrower shall promptly (and in any event within [\*\*] following receipt of the royalty report or other report affected by such Reduction) make a true-up payment to the Administrative Agent such that the Administrative Agent receives the full amount of the Royalties, Milestones, Sublicense Revenue, Profit Share Amounts and Joint Venture Proceeds that would have been payable to the Administrative Agent had such Reduction not occurred.

(k) Sarepta Transaction Payments. On and after the Amendment No. 1 Effective Date, the Company shall repay the Term Loans as follows: (A) no later than [\*\*] following the receipt by the Company or any of its Subsidiaries of the Sarepta Upfront Payment, the Company shall prepay the Term Loans in an aggregate amount equal to \$[\*\*], (B) on each of the first [\*\*] anniversaries of the Amendment No. 1 Effective Date, the Company shall prepay the Term Loans in an amount equal to \$[\*\*], (C) on [\*\*], the Company shall prepay the Term Loans in an amount equal to \$[\*\*], (D) on [\*\*], the Company shall prepay the Term Loans in an amount equal to \$[\*\*] and (E) on [\*\*], the Company shall prepay the Term Loans in an amount equal to \$[\*\*]; provided that, except as set forth in clauses (A), (B), (C), (D) and (E) above, no other repayments or prepayments of Term Loans shall be required in respect of amounts received in connection with the Sarepta Transactions.

(l) Prepayment Certificate. Concurrently with any prepayment of the Term Loan pursuant to Section 2.10(a) through Section 2.10(j), Company shall deliver to Administrative Agent a certificate of an Authorized Officer demonstrating the calculation of the amount of the applicable proceeds and compensation owing to Lenders pursuant to the Fee Letter, if any, as the case may be. In the event that Company shall subsequently determine that the actual amount received exceeded the amount set forth in such certificate, Company shall promptly make an additional prepayment of the Loans, and Company shall concurrently therewith deliver to Administrative Agent a certificate of an Authorized Officer demonstrating the derivation of such excess.

Section 2.11 Application of Prepayments.

(a) Application of Prepayments of Term Loans. (i) Any prepayment of the Term Loan pursuant to Section 2.9 and (ii) so long as no Application Event has occurred and is continuing, any mandatory prepayment of any Loan pursuant to Section 2.10, in each case, shall be applied as follows:

first, (i) if the prepayment will not result in a full prepayment of all outstanding Term Loans, (x) 50% of such prepayment shall be applied ratably to prepay the principal of the Term Loan and (y) 50% of such prepayment shall be applied to prepay the 2.0x MOIC Payment (as defined in the Fee Letter) or the Yield Maintenance Premium (as defined in the Fee Letter), as applicable and (ii) if the prepayment will result in a full prepayment of all outstanding Term Loans, ratably to prepay the principal of the Term Loans, together with any fees payable under the Fee Letter relating to such prepayment, until paid in full;

second, to prepay accrued and Unpaid Interest on the Term Loan;

(b) [Reserved].

(c) At any time an Application Event has occurred and is continuing, all payments shall be applied pursuant to Section 2.12(f). Nothing contained herein, except as provided in Section 2.11(a) and Section 2.11(d), shall modify the provisions of Section 2.12(b) regarding the requirement that all prepayments be accompanied by accrued interest and fees on the principal amount being prepaid to the date of such prepayment and the applicable MOIC or Yield Maintenance Premium, or any requirement otherwise contained herein to pay all other amounts as the same become due and payable.

(d) Notwithstanding anything contained herein or in the Fee Letter to the contrary, (A) in the event the allocation of the prepayment amounts in clause (a) first (i)(y) of this Section 2.11 results in fees being prepaid in excess of the actual amounts required to be paid under the Fee Letter upon repayment in full of the Term Loans, such excess fees shall be reallocated and applied to reduce the amount of the Obligations (other than fees) payable upon such repayment to the extent necessary to cause the Paid Amounts (as defined in the Fee Letter and for the avoidance of doubt including the fees under the Fee Letter) paid to the Lenders in cash at any time not to exceed (i) on and prior to August 7, 2028, an amount equal to 2.00 times the principal amount of the Initial Term Loans on the Closing Date and (ii) after August 7, 2028, an amount equal to 2.50 times the principal amount of the Initial Term Loans on the Closing Date and (B) the fees payable under Sections 5 and 6 of the Fee Letter shall in no event exceed (x) if the Term Loans are repaid in full on and prior to August 7, 2028, an amount that, together with all Paid Amounts, equals 2.00 times the principal amount of the Initial Term Loans on the Closing Date and (ii) if the Term Loans are repaid in full after August 7, 2028, an amount that, together with all Paid Amounts, equals 2.50 times the principal amount of the Initial Term Loans on the Closing Date.

Section 2.12 General Provisions Regarding Payments.

(a) All payments by Company of principal, interest, fees and other Obligations shall be made in Dollars in immediately available funds, without defense, recoupment, setoff or counterclaim, free of any restriction or condition, and delivered to Administrative Agent, for the account of Lenders, not later than 3:00 p.m. (New York City time) on the date such payment is due and payable to Administrative Agent's Account. Funds received by Administrative Agent after that time on such due date shall be deemed to have been paid by Company on the next Business Day.

(b) All payments in respect of the principal amount of any Term Loan shall be accompanied by payment of accrued interest (other than as provided for in Section 2.11(a)) on the principal

amount being repaid or prepaid, the MOIC, the Yield Maintenance Premium and all commitment fees and other amounts payable with respect to the principal amount being repaid or prepaid.

(c) Administrative Agent shall promptly distribute to each Lender at such address as such Lender shall indicate in writing, such Lender's applicable Pro Rata Share of all payments and prepayments of principal and interest due hereunder, together with all other amounts due with respect thereto, including, without limitation, all fees payable with respect thereto, to the extent received by Administrative Agent.

(d) Whenever any payment to be made hereunder shall be stated to be due on a day that is not a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in the computation of the payment of interest hereunder or of the commitment fees hereunder.

(e) Administrative Agent shall deem any payment by or on behalf of Company hereunder that is not made in same day funds prior to 3:00 p.m. to be a non-conforming payment. Any such payment shall not be deemed to have been received by Administrative Agent until the later of (i) the time such funds become available funds, and (ii) the applicable next Business Day. Administrative Agent shall give prompt notice to Company and each applicable Lender (confirmed in writing) if any payment is non-conforming. Interest shall continue to accrue on any principal as to which a non-conforming payment is made until such funds become available funds (but in no event less than the period from the date of such payment to the next succeeding applicable Business Day) at the Default Rate determined pursuant to Section 2.6 from the date such amount was due and payable until the date such amount is paid in full.

(f) At any time an Application Event has occurred and is continuing, or the maturity of the Obligations shall have been accelerated pursuant to Section 8.2, all payments or proceeds received by Administrative Agent hereunder or under any Collateral Document in respect of any of the Obligations, including, but not limited to all proceeds received by Administrative Agent in respect of any sale, any collection from, or other realization upon all or any part of the Collateral, shall be applied in full or in part as follows:

first, ratably to pay the Obligations in respect of any fees (other than any Yield Maintenance Premium), expense reimbursements, indemnities and other amounts then due and payable to Administrative Agent until paid in full;

second, ratably to pay interest then due and payable in respect of Protective Advances until paid in full;

third, ratably to pay principal of Protective Advances then due and payable until paid in full;

fourth, ratably to pay the Obligations in respect of any fees (other than any Yield Maintenance Premium) and indemnities then due and payable to the Lenders with a Term Loan Commitment until paid in full;

fifth, ratably to pay interest then due and payable in respect of the Term Loan until paid in full;

sixth, ratably to pay the principal of the Term Loan until paid in full;

seventh, ratably to pay the Obligations in respect of any Yield Maintenance Premium then due and payable to the Lenders with a Term Loan until paid in full; and

eighth, to the ratable payment of all other Obligations then due and payable until paid in full.

(g) For purposes of Section 2.12(f) (other than clause eighth of Section 2.12(f)), “paid in full” means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding, except to the extent that default or overdue interest (but not any other interest) and loan fees, each arising from or related to a default, are disallowed in any Insolvency Proceeding; provided, however, that for purposes of clause eighth of Section 2.12(f), “paid in full” means payment in cash of all amounts owing under the Loan Documents according to the terms thereof, including loan fees, service fees, professional fees, interest (and specifically including interest accrued after the commencement of any Insolvency Proceeding), default interest, interest on interest, and expense reimbursements, whether or not the same would be or is allowed or disallowed in whole or in part in any Insolvency Proceeding.

(h) In the event of a direct conflict between the priority provisions of Section 2.12(f) and other provisions contained in any other Loan Document, it is the intention of the parties hereto that both such priority provisions in such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of Section 2.12(f) shall control and govern.

(i) The Lenders and Company hereby authorize Administrative Agent to, and Administrative Agent may, from time to time during the continuance of an Event of Default, charge the Loan Account with any amount due and payable by Company under any Loan Document to the extent not paid when due. Each of the Lenders and Company agrees that Administrative Agent shall have the right to make such charges whether or not any of the conditions precedent in Section 3.2 have been satisfied. Any amount charged to the Loan Account shall be deemed a Loan hereunder made by the Lenders to Company, funded by Administrative Agent on behalf of the Lenders and subject to Section 2.2. The Lenders and Company confirm that any charges which Administrative Agent may so make to the Loan Account as herein provided will be made as an accommodation to Company and solely at Administrative Agent’s discretion, provided that Administrative Agent shall from time to time upon the request of Administrative Agent, charge the Loan Account of Company with any amount due and payable under any Loan Document. The Administrative Agent shall provide a reasonably detailed invoice for any amounts charged to the Loan Account (unless such charge is made at the Company’s request) promptly upon request by the Company.

Section 2.13 Ratable Sharing. Lenders hereby agree among themselves that, except as otherwise provided in the Collateral Documents with respect to amounts realized from the exercise of rights with respect to Liens on the Collateral, if any of them shall, whether by voluntary payment (other than a voluntary prepayment of Term Loans made and applied in accordance with the terms hereof), through the exercise of any right of set off or banker’s lien, by counterclaim or cross action or by the enforcement of any right under the Loan Documents or otherwise, or as adequate protection of a deposit treated as cash collateral under the Bankruptcy Code, receive payment or reduction of a proportion of the aggregate amount of principal, interest, fees and other amounts then due and owing to such Lender hereunder or under the other Loan Documents (collectively, the “Aggregate Amounts Due” to such Lender) which is greater than the proportion received by any other Lender in respect of the Aggregate Amounts Due to such other Lender having Term Loans, then the Lender receiving such proportionately greater payment shall (a) notify Administrative Agent and each other Lender of the receipt of such payment and (b) apply a portion of such

payment to purchase participations (which it shall be deemed to have purchased from each seller of a participation simultaneously upon the receipt by such seller of its portion of such payment) in the Aggregate Amounts Due to the other Lenders so that all such recoveries of Aggregate Amounts Due shall be shared by all Lenders having Term Loans in proportion to the Aggregate Amounts Due to them; provided, if all or part of such proportionately greater payment received by such purchasing Lender is thereafter recovered from such Lender upon the bankruptcy or reorganization of Company or otherwise, those purchases shall be rescinded and the purchase prices paid for such participations shall be returned to such purchasing Lender ratably to the extent of such recovery, but without interest. Company expressly consents to the foregoing arrangement and agrees that any holder of a participation so purchased may exercise any and all rights of banker's lien, set off or counterclaim with respect to any and all monies owing by Company to that holder with respect thereto as fully as if that holder were owed the amount of the participation held by that holder.

Section 2.14 Increased Costs; Capital Adequacy.

(a) Compensation For Increased Costs and Taxes. Subject to the provisions of Section 2.15 (which shall be controlling with respect to the matters covered thereby), in the event that Administrative Agent or any Lender shall determine (which determination shall, absent manifest error, be final and conclusive and binding upon all parties hereto) that any law, treaty or governmental rule, regulation or order, or any change therein or in the interpretation, administration or application thereof (including the introduction of any new law, treaty or governmental rule, regulation or order), or any determination of a court or Governmental Authority, in each case that becomes effective after the date hereof, or compliance by Administrative Agent or such Lender with any guideline, request or directive issued or made after the date hereof by any central bank or other governmental or quasi-Governmental Authority (whether or not having the force of law): (i) subjects Administrative Agent or such Lender (or its applicable lending office) to any additional Tax (other than (A) Indemnified Taxes, (B) Taxes described in clauses (ii) through (iv) of the definition of Excluded Taxes and (C) Connection Income Taxes) with respect to this Agreement or any of the other Loan Documents or any of its obligations hereunder or thereunder or any payments to Administrative Agent or such Lender (or its applicable lending office) of principal, interest, fees or any other amount payable hereunder; (ii) imposes, modifies or holds applicable any reserve (including any marginal, emergency, supplemental, special or other reserve), special deposit, compulsory loan, FDIC insurance or similar requirement against assets held by, or deposits or other liabilities in or for the account of, or advances or loans by, or other credit extended by, or any other acquisition of funds by, any office of Administrative Agent or such Lender; or (iii) imposes any other condition (other than with respect to Taxes) on or affecting Administrative agent or such Lender (or its applicable lending office) or its obligations hereunder; and the result of any of the foregoing is to increase the cost to Administrative Agent or such Lender of agreeing to make, making or maintaining Loans hereunder or to reduce any amount received or receivable by Administrative Agent or such Lender (or its applicable lending office) with respect thereto; then, in any such case, Company shall promptly pay to Administrative Agent or such Lender, upon receipt of the statement referred to in the next sentence, such additional amount or amounts (in the form of an increased rate of, or a different method of calculating, interest or otherwise as Administrative Agent or such Lender in its reasonable discretion shall determine) as may be necessary to compensate Administrative Agent or such Lender for any such increased cost or reduction in amounts received or receivable hereunder. Administrative Agent or such Lender shall deliver to Company (with a copy to Administrative Agent, if applicable) a written statement, setting forth in reasonable detail the basis for calculating the additional amounts owed to Administrative Agent or such Lender under this Section 2.14(a), which statement shall be conclusive and binding upon all parties hereto absent manifest error.

(b) Capital Adequacy Adjustment. In the event that any Lender shall have determined that the adoption, effectiveness, phase in or applicability after the Closing Date of any law, rule or regulation (or any provision thereof) regarding capital adequacy, or any change therein or in the interpretation or

administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by any Lender (or its applicable lending office) with any guideline, request or directive regarding capital adequacy (whether or not having the force of law) of any such Governmental Authority, central bank or comparable agency, has or would have the effect of reducing the rate of return on the capital of such Lender or any corporation controlling such Lender as a consequence of, or with reference to, such Lender's Term Loans or other obligations hereunder with respect to the Term Loan to a level below that which such Lender or such controlling corporation could have achieved but for such adoption, effectiveness, phase in, applicability, change or compliance (taking into consideration the policies of such Lender or such controlling corporation with regard to capital adequacy), then from time to time, within [\*\*] after receipt by Company from such Lender of the statement referred to in the next sentence, Company shall pay to such Lender such additional amount or amounts as will compensate such Lender or such controlling corporation on an after tax basis for such reduction. Such Lender shall deliver to Company (with a copy to Administrative Agent) a written statement, setting forth in reasonable detail the basis for calculating the additional amounts owed to Lender under this Section 2.14(b), which statement shall be conclusive and binding upon all parties hereto absent manifest error.

Section 2.15 Taxes; Withholding, Etc.

(a) Withholding of Taxes. All sums payable by any Loan Party hereunder and under the other Loan Documents shall (except to the extent required by law) be paid free and clear of, and without any deduction or withholding on account of, any Tax, other than (i) Taxes imposed on or measured by the recipient's net income (however denominated), branch profits Taxes and franchise Taxes imposed on the recipient, in each case, (A) by the jurisdiction (or any political subdivision thereof) under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located or (B) as the result of any other present or former connection between such recipient and the jurisdiction imposing such Tax (other than connections arising from such recipient having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Loan Document) (all such Taxes described in clause (B), "Other Connection Taxes"), (ii) in the case of a Lender, U.S. federal withholding Taxes imposed on amounts payable to or for the account of such Lender with respect to an applicable interest in a Loan or commitment hereunder pursuant to a law in effect on the date on which (x) such Lender acquires such interest in the Loan or commitment hereunder (other than pursuant to an assignment request by the Borrower under Section 2.18) or (y) such Lender changes its lending office, except in each case to the extent that, pursuant to this Section 2.15, amounts with respect to such Taxes were payable either to such Lender's assignor immediately before such Lender became a party hereto or to such Lender immediately before it changed its lending office, (iii) Taxes attributable to such Lender's failure to comply with Section 2.15(d) and (iv) any withholding Taxes imposed under FATCA (all such Taxes described in clauses (i) through (iv), collectively or individually, "Excluded Taxes"). If any Loan Party or any other Person is required by law to make any deduction or withholding on account of any Tax from any sum paid or payable by any Loan Party to Administrative Agent or any Lender under any of the Loan Documents: (1) Company shall notify Administrative Agent of any such requirement or any change in any such requirement as soon as Company becomes aware of it; (2) Company shall timely pay the full amount of any such Tax to the relevant Governmental Authority before the date on which penalties attach thereto, such payment to be made (if the liability to pay is imposed on any Loan Party) for its own account or (if that liability is imposed on Administrative Agent or such Lender, as the case may be) on behalf of and in the name of Administrative Agent or such Lender; (3) if such Tax is an Indemnified Tax, then the sum payable by such Loan Party shall be increased to the extent necessary to ensure that, after the making of that deduction, withholding or payment (including any such deductions, withholdings or payments applicable to additional sums payable under this Section 2.15), Administrative Agent or such Lender, as the case may be, receives on the due date a net sum equal to what it would have received had no such deduction, withholding or payment been required or made; and (4) within [\*\*] after paying any sum

from which it is required by law to make any deduction or withholding, Company shall deliver to Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such deduction, withholding or payment, a copy of the return reporting such withholding, deduction or payment, or other evidence satisfactory to Administrative Agent of such deduction, withholding or payment and of the remittance thereof to the relevant Governmental Authority.

(b) Other Taxes. The Loan Parties shall pay to the relevant Governmental Authorities (or, at the option of Administrative Agent, timely reimburse it for the payment of) any present or future stamp, court, documentary, intangible, recording, filing or similar Taxes or any other excise or property Taxes that arise from any payment made hereunder or from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement or any other Loan Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 2.18) (“Other Taxes”). Within [\*\*] after paying any such Other Taxes, each Loan Party shall deliver to Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment, or other evidence satisfactory to Administrative Agent that such Other Taxes have been paid to the relevant Governmental Authority.

(c) Tax Indemnification.

(i) The Loan Parties hereby jointly and severally indemnify and agree to hold Administrative Agent and any Lender harmless from and against the full amount of all Indemnified Taxes (including, without limitation, Indemnified Taxes imposed or asserted on or attributable to any amounts payable under this Section 2.15) payable or paid by such Person or required to be withheld or deducted from a payment to such Person and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. Such indemnification shall be paid within [\*\*] from the date on which Administrative Agent or Lender makes written demand therefor. A certificate as to the amount of such payment or liability delivered to Borrower by a Lender (with a copy to Administrative Agent), or by Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(ii) Each Lender shall severally indemnify Administrative Agent, within [\*\*] after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Loan Parties have not already indemnified Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Loan Parties to do so), (ii) any Taxes attributable to such Lender’s failure to comply with the provisions of Section 10.6(h)(ii) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by Administrative Agent to the Lender from any other source against any amount due to Administrative Agent under this paragraph.

(d) Evidence of Exemption From Withholding Tax.

(i) Any Lender that is entitled to an exemption from or reduction of withholding Tax with respect to payments made under any Loan Document shall deliver to Borrower and Administrative Agent, at the time or times reasonably requested by Borrower or the Administrative Agent, such properly completed and executed documentation reasonably requested by Borrower or Administrative

Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by Borrower or Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by Borrower or Administrative Agent as will enable Borrower or Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the preceding two sentences, the completion, execution and submission of such documentation (other than such documentation set forth in Section 2.15(d)(i)(A), (i)(B) and (i)(D)) shall not be required if in the Lender's reasonable judgment such completion, execution or submission would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. Without limiting the generality of the foregoing, in the event that Borrower is a U.S. Person:

(A) any Lender that is a U.S. Person shall deliver to Borrower and Administrative Agent on or about the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of Borrower or Administrative Agent), executed copies of IRS Form W-9 certifying that such Lender is exempt from U.S. federal backup withholding tax;

(B) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to Borrower and Administrative Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of Borrower or Administrative Agent), whichever of the following is applicable:

(1) in the case of a Foreign Lender claiming the benefits of an income tax treaty to which the United States is a party (x) with respect to payments of interest under any Loan Document, executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "interest" article of such tax treaty and (y) with respect to any other applicable payments under any Loan Document, IRS Form W-8BEN or IRS Form W-8BEN-E establishing an exemption from, or reduction of, U.S. federal withholding Tax pursuant to the "business profits" or "other income" article of such tax treaty;

(2) executed copies of IRS Form W-8ECI;

(3) in the case of a Foreign Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Internal Revenue Code, (x) a certificate substantially in the form of Exhibit G-1 to the effect that such Foreign Lender is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code, a "10 percent shareholder" of Borrower within the meaning of Section 871(h)(3)(B) of the Internal Revenue Code, or a "controlled foreign corporation" related to any Loan Party described in Section 881(c)(3)(C) of the Internal Revenue Code (a "U.S. Tax Compliance Certificate") and (y) executed copies of IRS Form W-8BEN or IRS Form W-8BEN-E; or

(4) to the extent a Foreign Lender is not the beneficial owner, executed copies of IRS Form W-8IMY, accompanied by IRS Form W-8ECI, IRS Form W-8BEN, IRS Form W-8BEN-E, a U.S. Tax Compliance

Certificate substantially in the form of Exhibit G-2 or Exhibit G-3, IRS Form W-9, and/or other certification documents from each beneficial owner, as applicable; provided that if the Foreign Lender is a partnership and one or more direct or indirect partners of such Foreign Lender are claiming the portfolio interest exemption, such Foreign Lender may provide a U.S. Tax Compliance Certificate substantially in the form of Exhibit G-4 on behalf of each such direct and indirect partner;

(ii) any Foreign Lender shall, to the extent it is legally entitled to do so, deliver to Borrower and Administrative Agent (in such number of copies as shall be requested by the recipient) on or about the date on which such Foreign Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of Borrower or Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit Borrower or Administrative Agent to determine the withholding or deduction required to be made; and

(iii) If a payment made to a Lender under any Loan Document would be subject to United States federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Internal Revenue Code, as applicable), such Lender shall deliver to Company and Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by Company or Administrative Agent such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Internal Revenue Code) and such additional documentation reasonably requested by Company or Administrative Agent as may be necessary for Company and Administrative Agent to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 2.15(d)(i)(A), FATCA shall include any amendments made to FATCA after the date of this Agreement. Notwithstanding the above, a Lender shall not be required to deliver any form or other form of documentation pursuant to this Section 2.15(d)(i)(A) that such Lender is not legally able to deliver. Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify Borrower and Administrative Agent of its legal inability to do so.

(e) Treatment of Certain Refunds. If any party determines, in its reasonable discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.15 (including by the payment of additional amounts pursuant to this Section 2.15), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this Section 2.15(e) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this Section 2.15(e), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this Section 2.15(e) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified

party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

(f) Survival. Each party's obligations under this Section 2.15 shall survive the resignation or replacement of Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Term Loans, and the repayment, satisfaction, or discharge of all obligations under any Loan Document.

Section 2.16 Obligation to Mitigate. Each Lender agrees that, as promptly as practicable after the officer of such Lender responsible for administering its Term Loans becomes aware of the occurrence of an event or the existence of a condition that would cause such Lender to become an Affected Lender or that would entitle such Lender to receive payments under Section 2.13, 2.14 or 2.15, it will (at the request of Borrower) use reasonable efforts to (a) make, issue, fund or maintain its Credit Extensions, including any Affected Loans, through another office of such Lender, or (b) take such other measures as such Lender may deem reasonable, if as a result thereof the circumstances which would cause such Lender to be an Affected Lender would cease to exist or the additional amounts which would otherwise be required to be paid to such Lender pursuant to Section 2.13, 2.14 or 2.15 would be reduced and if, as determined by such Lender in its reasonable discretion, the making, issuing, funding or maintaining of such Term Loans through such other office or in accordance with such other measures, as the case may be, would not otherwise adversely affect such Term Loans or the interests of such Lender; provided, such Lender will not be obligated to utilize such other office pursuant to this Section 2.16 unless Company agrees to pay all reasonable incremental expenses incurred by such Lender as a result of utilizing such other office as described above. A certificate as to the amount of any such expenses payable by Company pursuant to this Section 2.16 (setting forth in reasonable detail the basis for requesting such amount) submitted by such Lender to Company (with a copy to Administrative Agent) shall be conclusive absent manifest error.

Section 2.17 Defaulting Lenders. Anything contained herein to the contrary notwithstanding, in the event that any Lender violates any provision of Section 9.5(c), or, other than at the direction or request of any regulatory agency or authority, defaults (in each case, a "Defaulting Lender") in its obligation to fund (a "Funding Default") a Term Loan (in each case, a "Defaulted Loan"), then (a) during any Default Period with respect to such Defaulting Lender, such Defaulting Lender shall be deemed not to be a "Lender" for purposes of voting on any matters (including the granting of any consents or waivers) with respect to any of the Loan Documents; and (b) to the extent permitted by applicable law, until such time as the Default Excess, if any, with respect to such Defaulting Lender shall have been reduced to zero, (i) any voluntary prepayment of the Term Loans shall, if Administrative Agent so directs at the time of making such voluntary prepayment, be applied to Term Loans of other Lenders as if such Defaulting Lender had no Term Loans outstanding and the outstanding Term Loans of such Defaulting Lender were zero, and (ii) any mandatory prepayment of the Term Loans shall, if Administrative Agent so directs at the time of making such mandatory prepayment, be applied to the Term Loans of other Lenders (but not to the Term Loans of such Defaulting Lender) as if such Defaulting Lender had funded all Defaulted Loans of such Defaulting Lender, it being understood and agreed that Company shall be entitled to retain any portion of any mandatory prepayment of the Term Loans that is not paid to such Defaulting Lender solely as a result of the operation of the provisions of this clause (b). No Term Loan Commitment of any Lender shall be increased or otherwise affected, and, except as otherwise expressly provided in this Section 2.17, performance by Company of its obligations hereunder and the other Loan Documents shall not be excused or otherwise modified as a result of any Funding Default or the operation of this Section 2.17. The rights and remedies against a Defaulting Lender under this Section 2.17 are in addition to other rights and remedies which Company may have against such Defaulting Lender with respect to any Funding Default and which Administrative Agent or any Lender may have against such Defaulting Lender with respect to any Funding Default or violation of Section 9.5(c).

Section 2.18 Removal or Replacement of a Lender. Anything contained herein to the contrary notwithstanding, in the event that: (a) (i) any Lender (an “Increased Cost Lender”) shall give notice to Company that such Lender is an Affected Lender or that such Lender is entitled to receive payments under Section 2.14, 2.15 or 2.16, (ii) the circumstances which have caused such Lender to be an Affected Lender or which entitle such Lender to receive such payments shall remain in effect, and (iii) such Lender has declined or is unwilling to designate a different lending office in accordance with Section 2.16; or (b) (i) any Lender shall become a Defaulting Lender, (ii) the Default Period for such Defaulting Lender shall remain in effect, and (iii) such Defaulting Lender shall fail to cure the default as a result of which it has become a Defaulting Lender within five Business Days after Company’s request that it cure such default; or (c) in connection with any proposed amendment, modification, termination, waiver or consent with respect to any of the provisions hereof as contemplated by Section 10.5(b), the consent of Administrative Agent and Required Lenders shall have been obtained but the consent of one or more of such other Lenders (each a “Non-Consenting Lender”) whose consent is required shall not have been obtained; then, with respect to each such Increased Cost Lender, Defaulting Lender or Non-Consenting Lender (the “Terminated Lender”), Borrower may, by giving written notice to Company and any Terminated Lender of its election to do so, elect to cause such Terminated Lender (and such Terminated Lender hereby irrevocably agrees) to assign its outstanding Term Loans in full to one or more Eligible Assignees (each a “Replacement Lender”) in accordance with the provisions of Section 10.6 and Terminated Lender shall pay any fees payable thereunder in connection with such assignment; provided, (1) on the date of such assignment, the Replacement Lender shall pay to Terminated Lender an amount equal to the sum of (A) an amount equal to the principal of, and all accrued interest on, all outstanding Loans of the Terminated Lender and (B) an amount equal to all accrued, but theretofore unpaid fees owing to such Terminated Lender pursuant to Section 2.7; (2) on the date of such assignment, Company shall pay any amounts payable to such Terminated Lender pursuant to Section 2.14 or 2.15; and (3) in the event such Terminated Lender is a Non-Consenting Lender, each Replacement Lender shall consent, at the time of such assignment, to each matter in respect of which such Terminated Lender was a Non-Consenting Lender. Upon the prepayment of all amounts owing to any Terminated Lender, such Terminated Lender shall no longer constitute a “Lender” for purposes hereof; provided, any rights of such Terminated Lender to indemnification hereunder shall survive as to such Terminated Lender. For the avoidance of doubt, all fees that would otherwise be due and payable to any Non-Consenting Lender, including, without limitation, any Yield Maintenance Premium, shall continue to be due and payable to such Non-Consenting Lender.

### ARTICLE III

#### CONDITIONS PRECEDENT

Section 3.1 Closing Date. The effectiveness of this Agreement is subject to the satisfaction, or waiver in accordance with Section 10.5, of the following conditions on or before the Closing Date:

(a) Loan Documents. Administrative Agent shall have received copies of each Loan Document duly executed and delivered by each applicable Loan Party for each Lender.

(b) Organizational Documents; Incumbency. Administrative Agent shall have received a Secretary’s or Director’s Certificate for each Loan Party attaching (i) copies of each Organizational Document of such Loan Party and, to the extent applicable, certified as of a recent date by the appropriate governmental official, each dated the Closing Date or a recent date prior thereto; (ii) signature and incumbency certificates of the officers or directors of such Person executing the Loan Documents to which it is a party; (iii) resolutions of the Board of Directors or similar governing body of such Loan Party approving and authorizing the execution, delivery and performance of this Agreement and the other Loan Documents to which it is a party or by which it or its assets may be bound as of the Closing Date, certified as of the Closing Date by its secretary, assistant secretary or a director as being in full force

and effect without modification or amendment; (iv) a good standing certificate from the applicable Governmental Authority of such Loan Party's jurisdiction of incorporation, organization or formation and in each jurisdiction in which it is qualified as a foreign corporation or other entity to do business, each dated a recent date prior to the Closing Date; and (v) such other documents as Administrative Agent may reasonably request.

(c) Organizational and Capital Structure. The organizational structure and capital structure of Borrower and its Subsidiaries shall be as set forth on Schedule 4.2.

(d) Governmental Authorizations and Consents. Each Loan Party shall have obtained all Governmental Authorizations and all consents of other Persons, in each case that are necessary or advisable in connection with the transactions contemplated by the Loan Documents and each of the foregoing shall be in full force and effect and in form and substance reasonably satisfactory to Administrative Agent. All applicable waiting periods shall have expired without any action being taken or threatened by any competent authority which would restrain, prevent or otherwise impose adverse conditions on the transactions contemplated by the Loan Documents or the financing thereof and no action, request for stay, petition for review or rehearing, reconsideration, or appeal with respect to any of the foregoing shall be pending, and the time for any applicable agency to take action to set aside its consent on its own motion shall have expired.

(e) Personal Property Collateral. Administrative Agent shall have received:

(i) subject to Section 5.14, evidence reasonably satisfactory to Administrative Agent of the compliance by each Loan Party of their obligations under the Pledge and Security Agreement and the other Collateral Documents (including, without limitation, their obligations to authorize or execute, as the case may be, and deliver UCC financing statements, originals of Capital Stock (including stock certificates, if any, representing pledged Capital Stock along with appropriate endorsements), instruments and chattel paper, and any agreements governing deposit and/or securities accounts as provided therein), together with (A) appropriate financing statements on Form UCC-1 in form for filing in such office or offices as may be necessary or, in the opinion of Administrative Agent, desirable to perfect the security interests purported to be created by each Pledge and Security Agreement and each other Collateral Document and (B) evidence satisfactory to Administrative Agent of the submission for filing of such UCC-1 financing statements;

(ii) a completed Perfection Certificate dated the Closing Date and executed by an Authorized Officer of each Loan Party, together with all attachments contemplated thereby, including (A) the results of a recent search, by a Person satisfactory to Administrative Agent, of all effective UCC financing statements (or equivalent filings) made with respect to any assets or property of any Loan Party in the jurisdictions specified in the Perfection Certificate, together with copies of all such filings disclosed by such search, and (B) UCC termination statements (or similar documents) duly executed by all applicable Persons for filing in all applicable jurisdictions as may be necessary to terminate any effective UCC financing statements (or equivalent filings) disclosed in such search (other than any such financing statements in respect of Permitted Liens); and

(iii) evidence that each Loan Party shall have taken or caused to be taken any other action, executed and delivered or caused to be executed and delivered any other agreement, document and instrument and made or caused to be made any other filing and recording reasonably required by Administrative Agent.

(f) Financial Statements; Projections. Lenders shall have received from Borrower (i) the Historical Financial Statements, (ii) pro forma consolidated balance sheets of Borrower and its

Subsidiaries, which shall be based on the financial statements of Borrower and its Subsidiaries for the Fiscal Quarter ended March 31, 2024, and adjusted to reflect the transactions contemplated by the Loan Documents to occur on or prior to the Closing Date, which pro forma financial statements shall be in form and substance satisfactory to Administrative Agent, and (iii) the Projections.

(g) Evidence of Insurance. Administrative Agent shall have received a certificate from Company's insurance broker or other evidence satisfactory to it that all insurance required to be maintained pursuant to Section 5.5 is in full force and effect, together with, subject to Section 5.14, endorsements naming Administrative Agent, for the benefit of Secured Parties, as additional insured and loss payee thereunder to the extent required under Section 5.5, in each case, in form and substance reasonably satisfactory to Administrative Agent.

(h) Opinions of Counsel to Loan Parties. Lenders and, with respect to the opinions of counsel for the Loan Parties, their respective counsel shall have received executed copies of the favorable written opinions of Gibson Dunn & Crutcher LLP, counsel for the Loan Parties, as to such other matters as Administrative Agent may reasonably request, dated the Closing Date and otherwise in form and substance reasonably satisfactory to Administrative Agent (and each Loan Party hereby instructs such counsel to deliver such opinions to Administrative Agent and Lenders).

(i) Fees. Company shall have paid to Administrative Agent, the fees and expenses then due and payable pursuant to Section 2.7 and Section 10.2.

(j) Solvency Certificate. On the Closing Date, Administrative Agent shall have received a duly executed Solvency Certificate of the chief financial officer of Borrower, dated as of the Closing Date and addressed to Administrative Agent and Lenders, and in form, scope and substance satisfactory to Administrative Agent, certifying that after giving effect to the consummation of the transactions contemplated herein including the funding of the Initial Term Loan on the Closing Date, Borrower and its Subsidiaries are and will be Solvent.

(k) Closing Date Certificate. Company shall have delivered to Administrative Agent a duly executed Closing Date Certificate, together with all attachments thereto.

(l) No Litigation. There shall not exist any action, suit, investigation, litigation or proceeding or other legal or regulatory developments, pending or threatened in any court or before any arbitrator or Governmental Authority that, in the reasonable discretion of Administrative Agent, singly or in the aggregate, materially impairs the transactions contemplated by the Loan Documents or that would reasonably be expected to have a Material Adverse Effect.

(m) No Material Adverse Effect/Material Regulatory Liability. Since [\*\*], no event, circumstance or change shall have occurred that has caused or evidences, either in any case or in the aggregate, a Material Adverse Effect or a Material Regulatory Liability.

(n) Bank Regulations. Administrative Agent shall have received all documentation and other information reasonably requested that is required by bank regulatory authorities under applicable "know-your-customer" and anti-money laundering rules and regulations, including the Patriot Act and the Beneficial Ownership Regulation, and all such documentation (including the Beneficial Ownership Certification) and other information shall be in form and substance reasonably satisfactory to Administrative Agent.

(o) Representations and Warranties. The representations and warranties contained herein and in each other Loan Document, certificate or other writing delivered to Administrative Agent or

any Lender pursuant hereto or thereto on or prior to the date hereof shall be true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to “materiality” or “Material Adverse Effect” in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as the date hereof to the same extent as though made on and as of that date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to “materiality” or “Material Adverse Effect” in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date.

(p) No Default or Event of Default. No event shall have occurred and be continuing or would result from the consummation of the transactions contemplated herein that would constitute an Event of Default or a Default.

(q) No Contravention. The making of the Term Loan shall not contravene any law, rule or regulation applicable to Administrative Agent or any Lender.

(r) Registrations. All Registrations from the FDA, EMA and comparable Governmental Authorities in respect of the Products shall be valid and subsisting and in full force and effect.

(s) Security Interests. The Loan Documents shall create in favor of the Administrative Agent, for the benefit of the Secured Parties, a legal, valid and enforceable first priority security interest in the Collateral secured thereby (subject to Permitted Liens and Section 5.14) located in the United States to the extent permitted by law and subject to the perfection requirements set forth in the Pledge and Security Agreement.

(t) Sources and Uses. On or prior to the Closing Date, Company shall have delivered to Administrative Agent Company’s reasonable best estimate of all sources and uses of Cash and other proceeds on the Closing Date.

(u) Funding Notice. Administrative Agent shall have received a fully executed and delivered Funding Notice as and when required by Section 2.1(b)(i).

Each Lender, by delivering its signature page to this Agreement and funding the Initial Term Loan on the Closing Date, shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each other document or item required to be approved by or satisfactory to Administrative Agent, Required Lenders or Lenders, as applicable, on the Closing Date.

Section 3.2 Conditions to Each Credit Extension. The obligation of each Lender to make any Loan on any date following the Closing Date is subject to the satisfaction, or waiver in accordance with Section 10.5, of the following conditions precedent:

(a) with respect to any Delayed Draw Term Loans, on such Funding Date, at the time of the incurrence of such Delayed Draw Term Loan and also after giving effect thereto, no Event of Default under Sections 8.1(f) and (g) shall have occurred and be continuing; and

(b) with respect to any Incremental Term Loans, the funding of such Term Loan shall have been approved by each Lender in its sole and absolute discretion.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES

In order to induce the Administrative Agent and Lenders to enter into this Agreement and to make each Credit Extension to be made thereby, each Loan Party represents and warrants to the Administrative Agent and Lender, on the Closing Date, that the following statements are true and correct:

Section 4.1 Organization; Requisite Power and Authority; Qualification. Each of Borrower and its Subsidiaries (a) is duly organized or incorporated, validly existing and in good standing under the laws of its jurisdiction of organization or incorporation as identified in Schedule 4.1, (b) has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as proposed to be conducted, enter into the Loan Documents to which it is a party and to carry out the transactions contemplated thereby and, in the case of Company, to make the borrowings hereunder, and (c) is qualified to do business and in good standing in every jurisdiction where its assets are located and wherever necessary to carry out its business and operations, except in jurisdictions where the failure to be so qualified or in good standing has not had, and would not be reasonably expected to have, a Material Adverse Effect.

Section 4.2 Capital Stock and Ownership. The Capital Stock of each of the Subsidiaries of the Borrower has been duly authorized and validly issued and is fully paid and non-assessable. Except as set forth on Schedule 4.2, as of the date hereof, there is no existing option, warrant, call, right, commitment or other agreement to which any Subsidiaries of the Borrower is a party requiring, and there is no membership interest or other Capital Stock of any Subsidiary of the Borrower outstanding which upon conversion or exchange would require, the issuance by any Subsidiaries of the Borrower of any additional membership interests or other Capital Stock of any Subsidiaries of the Borrower or other securities convertible into, exchangeable for or evidencing the right to subscribe for or purchase, a membership interest or other Capital Stock of any Subsidiaries of the Borrower. Schedule 4.2 correctly sets forth the ownership interest in each Subsidiary of Borrower and in their respective Subsidiaries.

Section 4.3 Due Authorization. The execution, delivery and performance of the Loan Documents and the consummation by each Loan Party of the transactions contemplated hereby and by the other Loan Documents have been duly authorized by all necessary action on the part of each Loan Party that is a party thereto.

Section 4.4 No Conflict. The execution, delivery and performance by Loan Parties of the Loan Documents to which they are parties and the consummation of the transactions contemplated by the Loan Documents do not and will not (a) violate any provision of (i) any law or any governmental rule or regulation applicable to Borrower or any of its Subsidiaries, (ii) any of the Organizational Documents of Borrower or any of its Subsidiaries, or (iii) any order, judgment or decree of any court or other agency of government binding on Borrower or any of its Subsidiaries; (b) conflict with, result in a breach of or constitute (with due notice or lapse of time or both) a default under any Material Contract; (c) result in or require the creation or imposition of any Lien upon any of the properties or assets of Borrower or any of its Subsidiaries (other than any Liens created under any of the Loan Documents in favor of Administrative Agent, on behalf of Secured Parties); (d) result in any default, non-compliance, suspension revocation, impairment, forfeiture or non-renewal of any permit, license, authorization or approval applicable to its operations or any of its properties; or (e) require any approval of stockholders, members or partners or any approval or consent of any Person under any Material Contract, except for such approvals or consents which will be obtained on or before the Closing Date and disclosed in writing to Lenders.

Section 4.5 Governmental Consents. The execution, delivery and performance by Loan Parties of the Loan Documents to which they are parties and the consummation of the transactions contemplated by the Loan Documents do not and will not require any registration with, consent or approval of, or notice to, or other action to, with or by, any Governmental Authority except for filings and recordings with respect to applicable securities laws or the Collateral to be made, or otherwise delivered to Administrative Agent for filing and/or recordation, as of the Closing Date.

Section 4.6 Binding Obligation. Each Loan Document has been duly executed and delivered by each Loan Party that is a party thereto and is the legally valid and binding obligation of such Loan Party, enforceable against such Loan Party in accordance with its respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability or in the case of any Loan Document entered into by a Foreign Subsidiary that is a Loan Party, any applicable Foreign Legal Reservations.

Section 4.7 Historical Financial Statements. The Historical Financial Statements were prepared in conformity with GAAP and fairly present, in all material respects, the financial position, on a consolidated basis, of the Persons described in such financial statements as at the respective dates thereof and the results of operations and cash flows, on a consolidated basis, of the entities described therein for each of the periods then ended, subject, in the case of any such unaudited financial statements, to changes resulting from audit and normal year end adjustments and the absence of footnotes. As of the Closing Date, neither Borrower nor any of its Subsidiaries has any contingent liability or liability for taxes, long term lease or unusual forward or long term commitment that is not reflected in the Historical Financial Statements or the notes thereto and which in any such case is material in relation to the business, operations, properties, assets and, condition (financial condition or otherwise) of the Company and prospects of Borrower and any of its Subsidiaries taken as a whole.

Section 4.8 Projections. On and as of the Closing Date, the projections of Borrower and its Subsidiaries for the period of Fiscal Year [\*\*] through and including Fiscal Year [\*\*] including quarterly projections for each Fiscal Quarter during the period of the Fiscal Quarter ended [\*\*] through and including the Fiscal Quarter ending [\*\*], (the "Projections") are based on good faith estimates and assumptions made by the management of Borrower; provided, the Projections are not to be viewed as facts and that actual results during the period or periods covered by the Projections may differ from such Projections and that the differences may be material.

Section 4.9 No Material Adverse Effect. Since [\*\*], no event, circumstance or change has occurred that has caused or evidences, either in any case or in the aggregate, a Material Adverse Effect.

Section 4.10 Adverse Proceedings, Etc. There are no Adverse Proceedings that (a) relate to any Loan Document or the transactions contemplated hereby or thereby or (b) individually or in the aggregate, would materially impair Administrative Agent's security interest in the Collateral, Borrower's and its Subsidiaries' respective rights, powers or remedies with respect to applicable Products or could otherwise reasonably be expected to have a Material Adverse Effect. Neither Borrower nor any of its Subsidiaries is subject to or in default with respect to any final judgments, writs, injunctions, decrees, rules, laws or regulations of any court or any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign except to the extent such default could not reasonably be expected to result in a Material Adverse Effect.

Section 4.11 Payment of Taxes. All federal, state and other material Tax returns and reports of Borrower and its Subsidiaries required to be filed by or with respect to any of them have been timely filed, and all federal Taxes and all other material Taxes due and payable upon Borrower and its Subsidiaries and upon or with respect to their respective properties, assets, income, businesses and franchises which are due

and payable have been paid when due and payable, except for (a) unpaid Taxes in an aggregate amount at any one time not in excess of \$[\*\*] and (b) Taxes that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves are being maintained in accordance with GAAP.

Section 4.12 Properties, Title.

(a) Each of Borrower and its Subsidiaries has (i) good, sufficient, marketable and legal title to (in the case of fee interests in real property), (ii) valid leasehold interests in (in the case of leasehold interests in real or personal property), and (iii) good and valid title to (in the case of all other personal property), all of their respective properties and assets reflected in their respective Historical Financial Statements referred to in Section 4.7 and in the most recent financial statements delivered pursuant to Section 5.1, in each case except for (x) assets disposed of since the date of such financial statements in the ordinary course of business or as otherwise permitted under Section 6.9 or (y) defects in title or interests which would not, individually or in the aggregate, reasonably be expected to interfere with the Borrower or its applicable Subsidiary's ability to conduct its business as currently conducted or utilize such property for its intended purpose. All such properties and assets are in working order and condition, ordinary wear and tear excepted, and except as permitted by this Agreement, all such properties and assets are free and clear of Liens (other than Permitted Liens). As of the Closing Date, Schedule 4.12 contains a true, accurate and complete list of all Real Property owned or leased by Borrower and its Subsidiaries or where Collateral or books and records are located.

(b) With respect to the Real Property:

Real Property;

(i) there are no pending threatened condemnation proceedings relating to such

(ii) each lease is in full force and effect and there are no defaults;

(iii) there are currently no options or rights of first refusal of any third party to purchase or lease such Real Property, or any portion thereof or interest therein; and

(iv) each Loan Party and each of its Subsidiaries has good record and marketable title in fee simple to, or valid leasehold interests in, all Real Property necessary or used in the Company's business, free and clear of all Liens other than Permitted Liens.

Section 4.13 Environmental Matters. Except as any such failure could not reasonably be expected to result in a Material Adverse Effect:

(a) No Environmental Claim has been asserted against any Loan Party or any predecessor in interest nor has any Loan Party received written notice of any threatened or pending Environmental Claim against Loan Party or any predecessor in interest.

(b) There has been no Release of Hazardous Materials and there are no Hazardous Materials present in violation of Environmental Law at each of the Real Property currently owned or operated by any Loan Party.

(c) The operation of the business of, and each of the Real Property owned or operated by, each Loan Party are in compliance with all Environmental Laws.

(d) Each Loan Party holds and is in compliance Governmental Authorizations required under any Environmental Laws in connection with the operations carried on by it and the Real Property owned or operated by it.

Section 4.14 No Defaults. Neither Borrower nor any of its Subsidiaries is in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any of its Contractual Obligations, and no condition exists which, with the giving of notice or the lapse of time or both, could constitute such a default, except, in each case, where the consequences, direct or indirect, of such default or defaults, if any, could not reasonably be expected to have a Material Adverse Effect.

Section 4.15 Material Contracts.

(a) Schedule 4.15 contains a true, correct and complete list of all the Material Contracts in effect on the Closing Date, which, together with any updates provided pursuant to Section 5.1(l), all such Material Contracts are in full force and effect and no defaults currently exist thereunder (other than as described in Schedule 4.15 or in such updates).

(b) Except as described in Schedule 4.15, each Material Contract is a legal, valid and binding obligation of Borrower, its Subsidiaries and, to the knowledge of Borrower, each other party thereto, is enforceable in accordance with its terms and is in full force and effect, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles. Except as disclosed to the Administrative Agent prior to the Closing Date, neither Borrower nor its Subsidiaries, nor to the knowledge of Borrower or its Subsidiaries, any other party to any Material Contract, is or was in material breach or default, under the terms of any Material Contract. No condition exists which, with the giving of notice or the lapse of time or both, would reasonably be expected to constitute a material breach or default by Borrower or any of its Subsidiaries or that could result in any material liability or loss of rights of Borrower or such Subsidiary or termination of such Material Contract.

Section 4.16 Governmental Regulation. Neither Borrower nor any of its Subsidiaries is subject to regulation under the Public Utility Holding Company Act of 2005, the Federal Power Act or the Investment Company Act of 1940 or under any other federal or state statute or regulation which may limit its ability to incur Indebtedness or which may otherwise render all or any portion of the Obligations unenforceable. Neither Borrower nor any of its Subsidiaries is a "registered investment company" or a company "controlled" by a "registered investment company" or a "principal underwriter" of a "registered investment company" as such terms are defined in the Investment Company Act of 1940.

Section 4.17 Margin Stock. Neither Borrower nor any of its Subsidiaries is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing or carrying any Margin Stock. No part of the proceeds of the Term Loans made to such Loan Party will be used to purchase or carry any such Margin Stock or to extend credit to others for the purpose of purchasing or carrying any such Margin Stock or for any purpose that violates, or is inconsistent with, the provisions of Regulation T, U or X of the Board of Governors of the Federal Reserve System or any similar regulation in any other jurisdiction.

Section 4.18 Employee Benefit Plans. No ERISA Event has occurred or is reasonably expected to occur that has resulted or could reasonably be expected to result in a Material Adverse Effect.

Section 4.19 Certain Fees. Except as disclosed to Administrative Agent prior to the Closing Date, no broker's or finder's fee or commission will be payable with respect hereto or any of the transactions contemplated hereby.

Section 4.20 Solvency. The Loan Parties and their Subsidiaries on a consolidated basis are, and upon the consummation of the transactions contemplated hereunder and the incurrence of the Credit Extension hereunder on the Closing Date, will be, Solvent.

Section 4.21 ERISA. The underlying assets of Borrower and its Subsidiaries do not constitute “plan assets” (within the meaning of 29 CFR § 2510.3-101 et seq., as modified by Section 3(42) of ERISA) of one or more Benefit Plans and the execution, delivery and performance of this Agreement and the other Loan Documents do not and will not constitute a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Internal Revenue Code.

Section 4.22 Compliance with Statutes, Etc. Each of Borrower and its Subsidiaries is in compliance with (i) its Organizational Documents and (ii) all applicable laws, statutes, regulations and orders of, and all applicable restrictions imposed by, all Governmental Authorities, in respect of the conduct of its business and the ownership of its property, except such non-compliance that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect.

Section 4.23 Intellectual Property.

(a) To the knowledge of the Loan Parties, each of Borrower and its Subsidiaries own, or hold licenses in, all Intellectual Property Rights it purports to own or in-license that are necessary to the conduct of its business as currently conducted and currently proposed to be conducted, including the discovery, development, manufacture, use and Commercialization of the Products. Except as set forth in the License Agreements identified or not required to be identified on Schedule 4.23(b), Borrower and its Subsidiaries have the exclusive right and license to research, develop, manufacture, use and Commercialize the Products and use the Platform Technology under the Product Intellectual Property Rights and Platform Intellectual Property Rights, the Registrations, and the Regulatory Documentation, except where the failure to have such exclusive rights and licenses would not reasonably be likely to result in a Material Adverse Effect.

(b) Schedule 4.23(b) sets forth a true, correct and complete listing, under separate headings, of all Contractual Obligations, whether written or oral (i) under which Borrower or its Subsidiaries is granted a license or other material right to use any Product Intellectual Property Rights or Platform Intellectual Property Rights that any other Person owns or under which Borrower or its Subsidiaries owes any royalties or other payments to any Person, in each case, for the use of any such Intellectual Property Rights in the research, development, use, import or Commercialization of a Product (other than licenses received from contract research organizations (CROs), contract development and manufacturing organizations (CDMOs), contract manufacturing organizations (CMOs) or other service providers in the ordinary course of business), or (ii) under which Borrower or its Subsidiaries have granted any Person any right or interest in any Product Intellectual Property Rights, Platform Intellectual Property Rights, Registrations, and/or Regulatory Documentation (other than licenses given to contract research organizations (CROs), contract development and manufacturing organizations (CDMOs), contract manufacturing organizations (CMOs) or other service providers in the ordinary course of business), including co-existence agreements and covenants not to sue, except in each case of clauses (i) and (ii), Contractual Obligations relating solely to any Pipeline Product, where such Contractual Obligations are not material to the research, development, use, import or Commercialization of such Pipeline Product (collectively, “License Agreements”) that are in effect as of the Effective Date. Upon written request by the Administrative Agent (but no more frequently than every Calendar Quarter), Borrower shall update Schedule 4.23(b) to list any new License Agreements entered into after the Effective Date (including, for the avoidance of doubt, any Permitted Zodasiran Agreement and any Permitted Plozasiran Agreement, if any). A true, correct and complete copy of each License Agreement has been provided to the Administrative Agent by the Borrower prior to the Closing Date. Neither the Borrower nor any of its

Subsidiaries, on the one hand, nor the respective counterparty(ies) thereto has made or entered into any amendment, supplement or modification to, or granted any waiver under any provision of any License Agreement. Each License Agreement identified on Schedule 4.23(b) is a valid and binding obligation of Borrower and, to the knowledge of such Loan Party, the counterparty(ies) thereto, and, to the knowledge of such Loan Party, is enforceable against each counterparty thereto in accordance with its terms, except as may be limited by applicable Debtor Relief Laws or by general principles of equity (whether considered in a proceeding in equity or at law). Each License Agreement identified on Schedule 4.23(b) will continue to be legal, valid, binding, enforceable (except as such enforceability may be limited by applicable Debtor Relief Laws or by general principles of equity (whether considered in a proceeding in equity or at law)), and in full force and effect on identical terms, immediately following the consummation of the transactions contemplated by this Agreement. Borrower has not received any written notice in connection with any such License Agreement challenging the validity, enforceability or interpretation of any provision of such agreement. Borrower has not (A) given written notice to a counterparty of the termination of any such License Agreement (whether in whole or in part) or any written notice to a counterparty expressing any intention to terminate any such License Agreement or (B) received from a counterparty thereto any written notice of termination of any such License Agreement (whether in whole or in part) or any written notice from a counterparty stating its intention to terminate any such License Agreement. Except as set forth on Schedule 4.23(b), Borrower has not consented to any assignment by the counterparty to any License Agreement of any of its rights or obligations under any such License Agreement, and, to the knowledge of such Loan Party, the counterparty has not assigned any of its rights or obligations under any such License Agreement to any Person. Borrower has not notified in writing the respective counterparty to any License Agreement or any other Person of any claims for indemnification under any License Agreement nor has Borrower received any written claims for indemnification under any License Agreement. Borrower has not received any written notice from, or given any written notice to, any counterparty to any License Agreement alleging any infringement of any of the Patent rights licensed thereunder. To the knowledge of the Loan Parties, there are no sublicenses (excluding subcontracting) that have been granted by a Licensee under any License Agreement. Except as has been disclosed to the Administrative Agent prior to the Closing Date, there is and has been no breach or default under any provision of any License Agreement either by Borrower or, to the knowledge of Borrower, by the respective counterparty (or any predecessor thereof) thereto, and, to the knowledge of Borrower, there is no event that upon notice or the passage of time, or both, would reasonably be expected to give rise to any breach or default either by Borrower or by the respective counterparty to such agreement.

(c) Schedule 4.23(c) sets forth as of July 26, 2024 a true, correct and complete listing, including the owner and registration or application number, of (i) all the Product Intellectual Property Rights related to Zodasiran, Plozasiran and/or the Partnered Assets, and (ii) all Platform Intellectual Property Rights with respect to Material Products, in the case of (i) and (ii), that are U.S. (federal or state) and foreign (A) Patents, and identifies the owner of each such patent/application, (B) registered trademarks and trademark applications, (C) registered copyrights and copyright applications, (D) domain names, and (E) any other form of registered Product Intellectual Property Rights and Platform Intellectual Property Rights. Except as identified in Schedule 4.23(c): (1) the owner listed on Schedule 4.23(c) is the exclusive owner of such registration or application; (2) to the knowledge of such Loan Party, such registrations are valid, subsisting and enforceable; (3) none of such registrations or applications have lapsed or been abandoned, cancelled or expired, except for registrations or applications abandoned in the ordinary course of business; (4) Company has taken all reasonable steps to maintain such registrations or applications, including by timely filing fees and responses, except for registrations or applications abandoned in the ordinary course of business; and (5) to the knowledge of such Loan Party, each individual associated with the filing and prosecution of such registrations or applications, including the named inventors in the case of such Product Patents and Platform Patents, has complied in all material respects with all applicable duties of candor and good faith in dealing with any patent office, including the USPTO, in those jurisdictions where such duties exist. Company may update this list to add additional registrations or applications, so

long as such amendment occurs by written notice to Administrative Agent, subject to Borrower's obligations and restrictions under this Agreement.

(d) Neither Borrower nor any of its Subsidiaries has received written notice of any threat of any, opposition, interference, reexamination, inter partes review, post-grant review, derivation or other post-grant proceeding, injunction, claim, suit, action, subpoena, hearing, inquiry, investigation (by the International Trade Commission or otherwise), complaint, arbitration, mediation, demand, decree or other dispute, disagreement, proceeding or claim (collectively, "Disputes") that challenges the validity, enforceability, infringement, ownership, or inventorship of any of the Product Intellectual Property Rights or Platform Intellectual Property Rights identified in Schedule 4.23(c), the Registrations and/or the Regulatory Documentation. Borrower and its Subsidiaries have not received any written notice that there is any, and, to their knowledge, there is no, Person who is or claims to be an inventor under any of the Product Patents or Platform Patents identified in Schedule 4.23(c) who is not a named inventor thereof.

(e) Neither the Borrower nor any of its Subsidiaries is party to any past or pending and neither the Borrower nor its Subsidiaries has, since July 26, 2014, received written notice of any threat of any action, suit, or proceeding, or any investigation or claim by any Person that claims or alleges that the discovery, development, manufacture, use or Commercialization of any Product, once marketed, or the use of any Platform Technology does or could infringe on any Patent or other intellectual property rights of any other Person or constitute misappropriation of any other Person's trade secrets or other intellectual property rights.

(f) Except as disclosed in Schedule 4.23(f), neither Borrower nor its Subsidiaries has entered into any Contractual Obligation (i) creating a Lien (other than a Permitted Lien under clauses (a), (t) and (w) of the definition thereof) on the Product Intellectual Property Rights, Platform Intellectual Property Rights, Registrations, Regulatory Documentation or License Agreements or any of its Royalties on, or proceeds from, sales of any Product, (ii) pursuant to which Borrower or its Subsidiaries has sold, transferred, assigned or pledged to any Person, Royalties on, or proceeds from, sales of any Product or use of any Platform Technology, or (iii) providing for Milestones or similar development-, commercialization- or intellectual property-related payments to any Person applicable (or that with further development and commercialization may become applicable) to any such Product or Platform Technology.

Section 4.24 Insurance. Each of Borrower and its Subsidiaries keeps its property adequately insured and maintains (a) insurance to such extent and against such risks, as is customary with companies in the same or similar businesses, (b) workmen's compensation insurance in the amount required by applicable law, (c) public liability insurance, which shall include product liability insurance, in the amount customary with companies in the same or similar business against claims for personal injury or death on properties owned, occupied or controlled by it, and (d) such other insurance as may be required by law or as may be reasonably required by Administrative Agent (including, without limitation, against larceny, embezzlement or other criminal misappropriation). Schedule 4.24 sets forth a list of all insurance maintained by each Loan Party on the Closing Date.

Section 4.25 Permits, Etc. Each Loan Party has, and is in compliance with, all permits, licenses, authorizations, approvals, entitlements, and accreditations required for such Person lawfully to own, lease, manage or operate, or to acquire, each business currently owned, leased, managed or operated, or to be acquired, by such Person, which, if not obtained, could not reasonably be expected to have a Material Adverse Effect. No condition exists or event has occurred which, in itself or with the giving of notice or lapse of time or both, would result in the suspension, revocation, impairment, forfeiture or non-renewal of any such permit, license, authorization, approval, entitlement or accreditation, and there is no claim that any thereof is not in full force and effect, except, in each case, to the extent any such condition, event or claim could not be reasonably be expected to have a Material Adverse Effect.

Section 4.26 Bank Accounts and Securities Accounts. Schedule 4.27 sets forth a complete and accurate list as of the Closing Date of all deposit, checking and other bank accounts, all securities and other accounts maintained with any broker dealer and all other similar accounts maintained by each Loan Party, together with a description thereof (i.e., the bank or broker dealer at which such deposit or other account is maintained and the account number and the purpose thereof).

Section 4.27 Security Interests. The Collateral Documents create in favor of Administrative Agent, for the benefit of Secured Parties, a legal, valid and enforceable security interest in the Collateral secured thereby. Upon the filing of the UCC-1 financing statements described in Section 3.1(e), the possession by Administrative Agent of any certificated Capital Stock or instrument owned by such Loan Party, the recording of the Collateral Assignments for Security referred to in each Pledge and Security Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, such security interests in and Liens on the Collateral granted thereby shall be perfected, first priority security interests, and no further recordings or filings are or will be required in connection with the creation, perfection or enforcement of such security interests and Liens, other than (a) the filing of continuation statements in accordance with applicable law, (b) the recording of the Collateral Assignments for Security pursuant to each Pledge and Security Agreement in the United States Patent and Trademark Office and the United States Copyright Office, as applicable, with respect to after-acquired U.S. patent and trademark applications and registrations and U.S. copyrights and (c) the recordation of appropriate evidence of the security interest in the appropriate foreign registry with respect to all foreign Intellectual Property.

Section 4.28 PATRIOT ACT and FCPA. To the extent applicable, each Loan Party is in compliance with (a) the laws, regulations and Executive Orders administered by OFAC, and (b) the Bank Secrecy Act, as amended by the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT Act) of 2001 (the "PATRIOT Act"). Neither the Loan Parties nor any of their officers, directors, employees, agents or shareholders acting on the Loan Parties' behalf shall use the proceeds of the Loans to make any payments, directly or indirectly (including through any third party intermediary), to any Foreign Official in violation of the United States Foreign Corrupt Practices Act of 1977 (the "FCPA"). None of the Loan Parties nor any Affiliates of any Loan Parties, is in violation of any Anti-Terrorism Law or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the Anti-Terrorism Laws. None of the Loan Parties, nor any Affiliates of any Loan Parties, or their respective agents acting or benefiting in any capacity in connection with the Loans or other transactions hereunder, is a Blocked Person. None of the Loan Parties, nor any of their agents acting in any capacity in connection with the Loans or other transactions contemplated hereunder (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person, or (B) deals in, or otherwise engages in any transaction relating to, any property or interests in property blocked pursuant to any OFAC Sanctions Programs.

Section 4.29 Disclosure. No representation or warranty of any Loan Party contained in any Loan Document or in any other documents, certificates or written statements made or furnished to Lenders by or on behalf of Borrower or any of its Subsidiaries for use in connection with the transactions contemplated hereby, when taken as a whole, contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not materially misleading in light of the circumstances in which the same were made. Any projections and pro forma financial information contained in such materials are based upon good faith estimates and assumptions believed by Company to be reasonable at the time made, it being recognized by Lenders that such projections as to future events are not to be viewed as facts and that actual results during the period or periods covered by any such projections may differ materially from the projected results. As of the Closing Date, there are no facts known (or which should upon the reasonable exercise of diligence be known) to Company (other than matters of a general economic nature) that, individually or in the aggregate, could

have a material adverse impact on the transactions contemplated hereby or the Material Products that have not been disclosed herein or in such other documents, certificates and statements furnished to Lenders for use in connection with the transactions contemplated hereby. The information provided by the Loan Parties to Lenders in the Perfection Certificate (as supplemented in accordance with Section 5.1(n)) is true and correct in all material respects as of the date such Perfection Certificate was delivered.

Section 4.30 Use of Proceeds. The proceeds of the Term Loans shall be applied by Company to fund working capital, capital expenditures and general corporate purposes of Borrower and its Subsidiaries; provided that, Incremental Term Loans shall be used in a manner as agreed upon between the Company and the Administrative Agent. No portion of the proceeds of the Term Loan shall be used in any manner that causes or might cause such Credit Extension or the application of such proceeds to violate Regulation T, Regulation U or Regulation X of the Board of Governors of the Federal Reserve System or any other regulation thereof or to violate the Exchange Act.

Section 4.31 Regulatory Compliance.

(a) Each of Borrower and its Subsidiaries have all Registrations from the FDA, EMA, comparable foreign counterparts or any other Governmental Authority required to conduct their respective businesses as currently conducted, except where the failure to have all such Registrations would not reasonably be expected to, individually or in the aggregate, result in Material Regulatory Liabilities. Each of such Registrations is valid and subsisting in full force and effect, except where the failure to do so would not reasonably be expected to, individually or in the aggregate, result in Material Regulatory Liabilities. To the knowledge of the Loan Parties, neither FDA, EMA, nor any comparable Governmental Authority is considering limiting, suspending, or revoking such Registrations or changing the scope of the marketing authorization or the labeling of any Products subject to such Registrations. To the knowledge of the Loan Parties, there is no false or materially misleading information or significant omission in any Product application or other notification, submission or report to the FDA, EMA, or any comparable Governmental Authority that was not corrected by subsequent submission, and all such applications, notifications, submissions and reports provided Borrower and its Subsidiaries were true, complete, and correct in all material respects as of the date of submission to FDA, EMA, or any comparable Governmental Authority. Borrower and its Subsidiaries have not failed to fulfill and perform their obligations which are due under each such Registration, and no event has occurred or condition or state of facts exists which would constitute a breach or default under any such Registration, in each case that would reasonably be expected to cause the revocation, termination or suspension or material limitation of any such Registration, including but not limited to any form of clinical hold order. To the knowledge of the Loan Parties, any third party that develops, researches, manufactures, commercializes, distributes, stores, tests, advertises, promotes, sells or markets Products pursuant to an agreement with Borrower or its Subsidiaries (a "Loan Party Partner") is in compliance with all Registrations from the FDA, EMA, and any comparable Governmental Authority insofar as they pertain to Products, and each such Loan Party Partner is, and since [\*\*] has been, in compliance with applicable Public Health Laws, except, in each case, where the failure to so be in compliance would not reasonably be expected to, individually or in the aggregate, result in Material Regulatory Liabilities.

(b) Each of Borrower and its Subsidiaries is in compliance, and since [\*\*] has been in compliance, with all Public Health Laws, except to the extent that any such non-compliance, individually or in the aggregate, could not reasonably be expected to result in Material Regulatory Liabilities.

(c) To the extent applicable, all products designed, developed, investigated, manufactured, prepared, assembled, packaged, tested, labeled, distributed, sold, marketed or delivered by Borrower or any of its Subsidiaries or, to the knowledge of the Loan Parties, service providers providing services to Borrower or any of its Subsidiaries, that are subject to the jurisdiction of the FDA, EMA, or any

comparable Governmental Authority have, since [\*\*], been and are being designed, developed, investigated, manufactured, prepared, assembled, packaged, tested, labeled, distributed, sold, marketed or delivered in compliance with the applicable Public Health Laws, except for such noncompliance that would not reasonably be expected to, individually or in the aggregate, result in Material Regulatory Liabilities. To the knowledge of Borrower and its Subsidiaries, there are no defects in the design or technology embodied in any Material Products that are reasonably expected to prevent the safe and effective performance of any such Material Product for its intended use (other than such limitations specified in the applicable package insert, investigator brochure or informed consent), except for such defects that would not reasonably be expected to, individually or in the aggregate, result in Material Regulatory Liabilities or other Liabilities. None of the Products has been the subject of any tort, products liability or warranty action against Borrower or its Subsidiaries or, to the Borrower's knowledge, any non-legal claim for clinical trial compensation by trial participants

(d) Neither Borrower nor any of its Subsidiaries is currently subject to any material obligation arising pursuant to a Regulatory Action and, to the knowledge of the Loan Parties, no such material obligation or Regulatory Action has been threatened or initiated by a Governmental Authority.

(e) (i) Neither Borrower nor any of its Subsidiaries has since [\*\*] received any written notice or communication from the FDA, EMA, or any other Governmental Authority alleging material noncompliance with any Public Health Law and (ii) to the knowledge of the Loan Parties no Loan Party Partner has since [\*\*] received any written notice or communication from the FDA, EMA, or any other Governmental Authority alleging material noncompliance with any Public Health Law, including without limitation any notice of inspectional observation, notice of adverse finding, notice of violation, warning letters, untitled letters or other notices from any Governmental Authority relating to such Loan Party Partner's work for Borrower or such Subsidiary. There have been no recalls, field notifications, market withdrawals, administrative detentions, warnings, "dear doctor" letters, investigator notices, safety alerts or any other notices of action relating to an actual or potential lack of safety, efficacy, or regulatory compliance of any Products ("Safety Notices") and no clinical hold orders issued by the FDA, EMA, or any other oversight authority with respect to an ongoing or anticipated clinical trial of any Product, and to the knowledge of the Loan Parties, there are no facts or circumstances that are reasonably likely to result in (x) a Safety Notice or clinical hold order or (y) a termination or suspension of research, testing, distribution, manufacturing or commercialization of any Material Product.

Section 4.32 Government Contracts. Except as set forth on Schedule 4.34 as of the Closing Date hereof, neither Borrower nor any of its Subsidiaries is a party to any contract or agreement with any Governmental Authority and none of Borrower's or such Subsidiary's accounts receivables or other rights to receive payment are subject to the Federal Assignment of Claims Act (31 U.S.C. Section 3727) or any similar state, county or municipal law.

Section 4.33 Healthcare Regulatory Laws.

(a) None of Borrower and its Subsidiaries, nor, to their knowledge, any officer, director, managing employee or agent (as those terms are defined in 42 C.F.R. § 1001.1001) thereof, is a party to, or bound by, any written order, individual integrity agreement, corporate integrity agreement, deferred or non-prosecution agreement or other written agreement with any Governmental Authority concerning their compliance with Federal Health Care Program Laws.

(b) None of Borrower and its Subsidiaries, nor any officer, director, managing employee or agent (as those terms are defined in 42 C.F.R. § 1001.1001) thereof, nor to the knowledge of the Loan Parties, any Loan Party Partner: (i) has been, since [\*\*], charged with or convicted of any criminal offense relating to the delivery of an item or service under any Federal Health Care Program; (ii) has had,

since [\*\*], a civil monetary penalty assessed against them under Section 1128A of the Social Security Act; (iii) has been listed on the U.S. General Services Administration published list of parties excluded from federal procurement programs and non-procurement programs; or (iv) to the knowledge of the Loan Parties, is the target or subject of any current or potential suit, claim, action, proceeding, arbitration, mediation, inquiry, subpoena or investigation relating to any of the foregoing or any Federal Health Care Program-related offense, or which could result in the imposition of material penalties or the debarment, suspension or exclusion from participation in any Federal Health Care Program. None of Borrower and its Subsidiaries, nor any officer, director, managing employee or agent (as those terms are defined in 42 C.F.R. § 1001.1001) thereof, nor any Loan Party Partner, has been debarred, excluded, disqualified or suspended from participation in any Federal Health Care Program or under any FDA Laws (including 21 U.S.C. § 335a).

(c) None of Borrower and its Subsidiaries, nor any officer, director, managing employee or agent (as those terms are defined in 42 C.F.R. § 1001.1001) thereof, nor to the knowledge of the Loan Parties, any Loan Party Partner, has, since [\*\*], violated or engaged in any activity that is in violation of any Federal Health Care Program Laws or cause for false claims liability, civil penalties or mandatory or permissive exclusion from any Federal Health Care Program, except where the violation would not reasonably be expected to result, either individually or in the aggregate, in Material Regulatory Liabilities.

(d) To the knowledge of the Loan Parties, no person has filed or has threatened to file against Borrower or any of its Subsidiaries, an action relating to any FDA Law, Public Health Law or Federal Health Care Program Law under any whistleblower statute, including without limitation, the False Claims Act of 1863 (31 U.S.C. § 3729 et seq.).

Section 4.34 Data Protection. Each of Borrower and its Subsidiaries is operating, and since [\*\*] has been operating in material compliance with: (i) applicable Data Protection Laws; (ii) applicable industry standards; (iii) contractual obligations to which Borrower or any Subsidiaries is bound; and (iv) all of Borrower and each of its Subsidiaries' internal privacy policies, in each case relating to privacy, data protection, consumer protection, consent or the collection, retention, protection, and use of Personal Information collected, used or maintained by Borrower or by third parties having access to the records of Borrower and each of its Subsidiaries that contain any Personal Information, except as would not reasonably be expected to, individually or in the aggregate, result in a Material Adverse Effect. Each of Borrower and its Subsidiaries has adopted and published privacy notices and policies that accurately describe in all material respects the privacy practices of Borrower or any Subsidiary (as applicable), to any website, mobile application or other electronic platform and complied with those notices and policies (collectively, with each of Borrower and each of its Subsidiaries' internal privacy policies, the "Privacy Policies"). The execution, delivery and performance of this Agreement complies and will comply with all Data Protection Laws and Borrower's and each Subsidiary's Privacy Policies in each case in all material respects. Neither Borrower nor any Subsidiary, nor to the knowledge of the Loan Parties, any third party acting on behalf of Borrower or any Subsidiary, has experienced any material incidences in which Personal Information was or may have been stolen or improperly accessed, including any material breach of security or other material loss, unauthorized access, use or disclosure of Personal Information in the possession, custody or control of Borrower or any of its Subsidiaries or any third party acting on behalf of Borrower or any Subsidiary. Neither Borrower nor any Subsidiary, nor, to the knowledge of the Loan Parties, any third party acting on behalf of Borrower or any Subsidiary, has received any: (i) written, or to the knowledge of the Loan Parties, oral inquiry or complaint alleging material noncompliance with Data Protection Laws; (ii) written or, to the knowledge of the Loan Parties, oral claim for material compensation for loss or unauthorized collection, processing or disclosure of Data or other Personal Information; or (iii) written or, to the knowledge of the Loan Parties, oral notification of an application for rectification, erasure or destruction of material Data or other material Personal Information that is still outstanding.

Section 4.35 Customers and Suppliers. There exists no actual or threatened termination, cancellation or limitation of, or modification to or change in, the business relationship between (a) any of Company or its Subsidiaries, on the one hand, and any customer or any group thereof, on the other hand, whose agreements with any of Company or its Subsidiaries are individually or in the aggregate material to the business or operations of such Loan Party or any of its Subsidiaries, or (b) any of Company or its Subsidiaries, on the one hand, and any supplier or any group thereof, on the other hand, whose agreements with any of Company or its Subsidiaries are individually or in the aggregate material to the business or operations of Company or its Subsidiaries, in each case, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. There exists no present state of facts or circumstances that could give rise to or result in any such termination, cancellation, limitation, modification or change that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

## ARTICLE V

### AFFIRMATIVE COVENANTS

Each Loan Party covenants and agrees that, so long as any Commitment is in effect and until payment in full of all Obligations (other than any such contingent obligations or liabilities hereunder that by express terms thereof survive such payment in full of all Obligations), each Loan Party shall perform, and shall cause each of its Subsidiaries to perform, all covenants in this Article V.

Section 5.1 Financial Statements and Other Reports. Unless otherwise provided below, Borrower will deliver to Administrative Agent and Lenders:

(a) Cash Reports. Promptly, but in any event within [\*\*], after the end of each fiscal month of Borrower where, if at any time during such month, the aggregate market capitalization of the Company (based on the closing price of the Common Stock on the date of such calculation) is less than \$[\*\*], a report of the current Cash and Cash Equivalent balances of the Loan Parties, which report shall identify unrestricted and restricted Cash and Cash Equivalents; provided that, if, at any time, the aggregate market capitalization of the Company (based on the closing price of the Common Stock on the date of such calculation) is less than \$[\*\*], Administrative Agent may request at any time, and Borrower shall promptly provide, a report of at least [\*\*]% of the current Cash and Cash Equivalent balances of the Loan Parties, which report shall identify unrestricted and restricted Cash and Cash Equivalents (or, if greater, all Cash and Cash Equivalent balances required to satisfy the covenant set forth in Section 6.8).

(b) Quarterly Financial Statements. Within [\*\*] after the end of each Fiscal Quarter of each Fiscal Year (excluding the fourth Fiscal Quarter), the consolidated balance sheets of Borrower and its Subsidiaries as at the end of such Fiscal Quarter and the related consolidated statements of income, stockholders' equity and cash flows of Borrower and its Subsidiaries for such Fiscal Quarter and for the period from the beginning of the then current Fiscal Year to the end of such Fiscal Quarter, setting forth in each case in comparative form the corresponding figures for the corresponding periods of the previous Fiscal Year, all in reasonable detail, together with a Financial Officer Certification and a Narrative Report with respect thereto; provided that so long as the Borrower is a public filer with the SEC, upon written notice to the Administrative Agent, such [\*\*] period (excluding with respect to the Narrative Report described in clause (b) of the definition thereof) may be extended in accordance with any grace periods provided by the SEC with respect to delivery of such financial statements described in this Section 5.1(b);

(c) Annual Financial Statements. Within [\*\*] after the end of each Fiscal Year, (i) the consolidated balance sheets of Borrower and its Subsidiaries as at the end of such Fiscal Year and the related consolidated statements of income, stockholders' equity and cash flows of Borrower and its

Subsidiaries for such Fiscal Year, setting forth in each case in comparative form the corresponding figures for the previous Fiscal Year, in reasonable detail, together with a Financial Officer Certification and Narrative Reports with respect thereto; and (ii) with respect to such consolidated financial statements a report thereon of KPMG LLP or other independent certified public accountants of recognized national standing selected by Borrower or that is otherwise reasonably satisfactory to Administrative Agent (which report shall be unqualified as to going concern and scope of audit, shall not contain any going concern emphasis of matter and shall state that such consolidated financial statements fairly present, in all material respects, the consolidated financial position of Borrower and its Subsidiaries as at the dates indicated and the results of their operations and their cash flows for the periods indicated in conformity with GAAP (other than any such exception, qualification or explanatory paragraph that is with respect to, or resulting from, the upcoming maturity of Indebtedness or any breach or potential breach of Section 6.8); provided that so long as the Borrower is a public filer with the SEC, upon written notice to the Administrative Agent, such [\*\*] period (excluding with respect to the Narrative Report described in clause (b) of the definition thereof) may be extended in accordance with any grace periods provided by the SEC with respect to delivery of such financial statements described in this Section 5.1(c));

(d) Compliance Certificate. Together with each delivery of financial statements of Borrower and its Subsidiaries pursuant to Section 5.1(b) or Section 5.1(c), a duly executed and completed Compliance Certificate, together with evidence attached of the Cash balances contained in each Deposit Account of the Loan Parties;

(e) Royalty Reports; Notice of Disputes. Promptly (but in any event within [\*\*]) after receipt by Borrower or any of its Subsidiaries, a copy of any Royalty Reports, material written communications to or from the counterparty under any License Agreement (other than filings, submissions, reports, notices, correspondence and other documentation related to routine patent prosecution in the ordinary course and any materials that would be deemed privileged in connection with patent litigation) or any written notices regarding the commencement of, or material developments in, any material third party disputes with respect to a Material Product, any Material Contract, any Product Intellectual Property Rights, any Platform Intellectual Property Rights or any Permitted Product Agreement.

(f) Notice of Default. Promptly (but in any event within [\*\*]) upon any executive officer of Borrower obtaining knowledge (i) of any condition or event that constitutes a Default or an Event of Default or that notice has been given to Borrower with respect thereto; (ii) that any Person has given any notice to Borrower or any of its Subsidiaries or taken any other action with respect to any event or condition set forth in Section 8.1(b); or (iii) of the occurrence of any event or change that has caused or evidences or results in, in any case or in the aggregate, a Material Adverse Effect or Material Regulatory Liabilities, a certificate of its Authorized Officers specifying the nature and period of existence of such condition, event or change, or specifying the notice given and action taken by any such Person and the nature of such claimed Event of Default, Default, default, event or condition, and what action Company has taken, is taking and proposes to take with respect thereto;

(g) Notice of Litigation. (A) Promptly (but in any event within [\*\*]) upon any executive officer of Company obtaining knowledge of (i) the institution of, or non-frivolous threat of, any Adverse Proceeding or (ii) any material development in any Adverse Proceeding that, in the case of either clause (i) or (ii) relates to the Products, a material portion of the Collateral or the Material Contracts and would reasonably be expected to result in Material Regulatory Liabilities or Material Adverse Effect, or which seeks to enjoin or otherwise prevent the consummation of, or to recover any damages or obtain relief as a result of, the transactions contemplated hereby, written notice thereof together with such other information as may be reasonably requested by the Administrative Agent and available to Company and (B) concurrently with the delivery of the Compliance Certificate required under Section 5.1(c), a summary report of (i) the institution of, or non-frivolous threat of, any Adverse Proceeding or (ii) any material

development in any Adverse Proceeding that, in the case of either clause (i) or (ii), relates to the Material Products, a material portion of the Collateral or the Material Contracts, in each case occurring with respect to the fiscal quarter ended prior to the delivery of such Compliance Certificate;

(h) ERISA. Promptly (but in any event within [\*\*]) upon becoming aware of the occurrence of or forthcoming occurrence of any ERISA Event that would reasonably be expected to result in a material Liability to a Loan Party, a written notice specifying the nature thereof, what action a Loan Party or any ERISA Affiliate has taken, is taking or proposes to take with respect thereto and, when known, any action taken or threatened by the Internal Revenue Service, the Department of Labor or the PBGC with respect thereto;

(i) Insurance Report. As soon as practicable and in any event by the last day of each Fiscal Year, a report in form and substance reasonably satisfactory to Administrative Agent outlining all material insurance coverage maintained as of the date of such report by Borrower and its Subsidiaries and all material insurance coverage planned to be maintained by Borrower and its Subsidiaries in the immediately succeeding Fiscal Year;

(j) Regulatory and Product Notices. Each Loan Party shall promptly (but in any event within [\*\*]) after the receipt or occurrence thereof notify Administrative Agent of:

(i) any written notice received by Borrower or its Subsidiaries alleging potential or actual material violations of any Public Health Law by Borrower or its Subsidiaries, or any written notice from the FTC alleging potential unfair or anticompetitive business practices by Borrower or any of its Subsidiaries,

(ii) any written notice that the FDA (or international equivalent) is limiting, suspending or revoking any Registration (including, but not limited to, by the issuance of a clinical hold order),

(iii) any written notice that Borrower or its Subsidiaries has become subject to any Regulatory Action (other than any routine inspection or investigation in the ordinary course of business),

(iv) the exclusion or debarment from any governmental healthcare program or debarment or disqualification by FDA (or international equivalent) of Borrower or its Subsidiaries or its or their Authorized Officers,

(v) any written notice that a Borrower or any Subsidiary, or any of their Licensees (including Licensees under the Product Agreements or Material Contracts), is being investigated or is the subject of any allegation of potential or actual violations of any Federal Health Care Program Laws,

(vi) any written notice that any Product of Borrower or its Subsidiaries has been seized, withdrawn, recalled, detained, or subject to a suspension of manufacturing, or the commencement of any proceedings in the United States or any other jurisdiction seeking the withdrawal, recall, suspension, import detention, or seizure of any Product are pending or threatened in writing against Borrower or its Subsidiaries,

(vii) any change in the scope of marketing authorization or the labeling of the products of Borrower and its Subsidiaries under any Registrations (which may be satisfied by a press release issued by Borrower),

(viii) any other Regulatory Action threatened or initiated by a Governmental Authority in writing, or

(ix) any written notice by a Governmental Authority that, to the Borrower's knowledge, is considering or implementing such other Regulatory Action,

except, in each case of (i) through (ix) above, where such action would not reasonably be expected to have, either individually or in the aggregate, Material Regulatory Liabilities;

(k) Notice Regarding Material Contracts. Promptly (but in any event within [\*\*]) (A) after a Loan Party or a Subsidiary of a Loan Party receives any notice (written or oral) of default or event of default under any Material Contracts, or (B) after Loan Party or a Subsidiary of a Loan Party receives or otherwise becomes aware of any dispute, litigation, purchase price adjustment (other than in accordance with the terms of such Material Contract), indemnity claim, exercise of rights of set-off or deduction (including any of the foregoing threatened in writing) under or with respect any Material Contract, in each case, reasonably expected to be in excess of \$[\*\*], and (ii) promptly (but in any event within [\*\*]), after any new Material Contract (including any New License Agreement) is entered into, in each case of clauses (i) and (ii), furnish to Administrative Agent a written statement describing such event, with copies of such notices or new contracts together with all pertinent detail and information relating thereto in such Loan Party or Subsidiary of Loan Party's possession, custody or control and to the extent allowed to be delivered pursuant to its terms, and an explanation of any actions being taken with respect thereto. Borrower shall promptly provide Administrative Agent with written notice upon becoming aware of a counterparty's material breach of its obligations under any Material Contract;

(l) Information Regarding Collateral. Company will furnish to Administrative Agent prior written notice of any change (a) in any Loan Party's legal name, (b) in any Loan Party's identity or corporate structure, or (c) in any Loan Party's U.S. federal or other taxpayer identification number (if any). Company agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the UCC or otherwise that are required in order for Administrative Agent to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral and for the Collateral at all times following such change to have a valid, legal and perfected security interest as contemplated in the Collateral Documents. Company also agrees promptly to notify Administrative Agent if any material portion of the Collateral is damaged or destroyed;

(m) Annual Collateral Verification. Each year, at the time of delivery of annual financial statements with respect to the preceding Fiscal Year pursuant to Section 5.1(c), Company shall deliver to Administrative Agent an Officer's Certificate (a) confirming that there has been no change in such information since the date of the Perfection Certificate delivered on the Closing Date or the date of the most recent certificate delivered pursuant to this Section 5.1(n) or identifying any such change and/or (b) identifying the UCC financing statements (including fixtures filings, as applicable) or other appropriate filings, recordings or registrations that must be made by the Administrative Agent to protect and perfect the security interests under the Collateral Documents during such [\*\*] period;

(n) Products. Promptly, but in any event within [\*\*] after the receipt by Borrower or any of its Subsidiaries or occurrence thereof, as applicable, notify Administrative Agent of:

(i) granting of any licenses or sublicenses under any Permitted Product Agreement received by Borrower;

(ii) amending an existing Permitted Product Agreement, or entering into any new Permitted Product Agreement;

(iii) any material written communications received from the FDA or other Governmental Authority that would reasonably be expected to result in a Material Adverse Effect;

in each case, to the extent related to a Material Product.

(o) Notices re Intellectual Property. Promptly (but in any event within [\*\*]), deliver notice of material infringements of any material Intellectual Property Rights owned or licensed by such Loan Party or any of its Subsidiaries that are known to any Loan Party;

(p) Regulatory Documentation. Except pursuant to the Company's exercise of good faith business judgement to cease or limit the research or development of any such Product other than a Material Product, Company shall, either alone or through its Licensees (to the extent such Licensees have a sole control, responsibility and decision making rights over all regulatory submissions, filings and approvals for their respective Partnered Assets), be responsible for, and shall maintain, with respect to each Product, all submissions and filings for regulatory approval to and regulatory approvals granted by Governmental Authorities relating to such Products. Promptly following Administrative Agent's reasonable request from time to time, Company shall promptly provide to Administrative Agent copies of any and all material regulatory filings submitted to any such Governmental Authorities with respect such Products;

(q) Maintenance, Defense and Enforcement of Patents. Company shall take all commercially reasonable steps to maintain, defend and enforce all Patents within the Product Intellectual Property Rights and Platform Intellectual Property Rights, including by timely filing fees and responses with the United States Patent and Trademark Office or any applicable foreign counterpart (excluding any such Patents for which the Licensee under its applicable Product Agreement has been given sole or a first right to control of such maintenance, defense or enforcement and such Licensee has elected to exercise such right); provided that, for clarity, in no event shall the foregoing preclude Company from abandoning any such Patent so long as such determination is made pursuant to Company's exercise of its reasonable business judgement, and Company shall provide prompt written notice to Administrative Agent of any material adverse occurrences with respect to any Product Patents or Platform Patents in each case necessary to the development, manufacture or Commercialization of the Material Products, and, upon Administrative Agent's request from time to time, shall promptly provide Administrative Agent with complete and correct copies of (i) any certification received by Company, its Subsidiaries, or any of their respective licensors or licensees pursuant to 21 U.S.C. § 355(j)(2)(A)(vii)(I), (II), (III) or (IV) relating to any Orange Book Patents, and (ii) other than to the extent (and only to the extent) reasonably deemed privileged based on advice of Company counsel, any pleadings, briefs, declarations, correspondence and other documents relating to any Dispute involving any of the Orange Book Patents;

(r) Other Information. (A) Promptly upon their becoming available and in any event within [\*\*] of Borrower's receipt thereof, copies of all amendments, waivers, consents, notices of defaults and reservations of rights with respect to and received by Borrower or its Subsidiaries from any holder of its Indebtedness having a principal amount greater than the Threshold Amount, (B) promptly after submission to any Governmental Authority, all material documents, submissions and information furnished to such Governmental Authority in connection with any investigation of any Loan Party (other than a routine inquiry), and (C) such other information and data with respect to Borrower or any of its Subsidiaries as from time to time may be reasonably requested by Administrative Agent; provided that if such information is of the type otherwise described in the other clauses of this Section 5.1, the relevant limitations applicable in such other sections shall apply; and

(s) Product Revenue. From and after the First Commercial Sale of a Product in any country, for each Fiscal Quarter promptly, but in any event no later than [\*\*] after the end of such, the

Borrower shall provide to the Administrative Agent a report (a “Product Revenue Report”) setting forth in reasonable detail with respect to each Product, (i) gross sales and Product Revenues for the applicable Fiscal Quarter and Fiscal Year to date, on a country-by-country basis (including all permitted deductions from gross sales used to determine Product Revenues in form and substance substantially similar to what the Company has delivered to the Administrative Agent prior to the Closing Date), (ii) the calculation of the Product Revenues payable to the Administrative Agent for the applicable Fiscal Quarter, identifying, on a Product-by-Product and country-by-country basis, the number of units of each Product sold by Borrower and its Subsidiaries, (iii) the foreign currency exchange rates used (which shall be rates of exchange determined in a manner consistent with the Borrower’s method for calculating rates of exchange in the preparation of Borrower’s annual financial statements in accordance with GAAP consistently applied) and (iv) a detailed itemization, on a Product by Product basis, of all Royalties, Milestones, Profit Share Amounts, Sublicense Revenue, Joint Venture Proceeds and all corresponding Permitted Reductions, as applicable, for such Fiscal Quarter and a calculation of all amounts owed to the Administrative Agent, on behalf of the Lenders, under this Agreement.

Notwithstanding the foregoing, the obligations in paragraphs (b), (c) and (s)(A) of this Section 5.1 may be satisfied with respect to financial information of Borrower and its Subsidiaries by furnishing Borrower’s Form 10-K or 10-Q, as applicable, filed with the SEC; provided that, to the extent such information is in lieu of information required to be provided under Section 5.1(c), any such materials are accompanied by an auditor’s report (which report shall be unqualified as to going concern and scope of audit, shall not contain any going concern emphasis of matter and shall state that such consolidated financial statements fairly present, in all material respects, the consolidated financial position of Borrower and its Subsidiaries as at the dates indicated and the results of their operations and their cash flows for the periods indicated in conformity with GAAP (other than any such exception, qualification or explanatory paragraph that is with respect to, or resulting from, the upcoming maturity of Indebtedness or any breach or potential breach of Section 6.8)). Further, notwithstanding anything to the contrary in this Section 5.1, neither Borrower nor any of its Subsidiaries will be required to disclose or permit the inspection or discussion of, any document, information or other matter (i) in respect of which disclosure (or their respective representatives or contractors) is prohibited by Requirements of Law or any binding agreement or (ii) that is subject to attorney client or similar privilege or constitutes attorney work product, in each case based on the advice of counsel to Borrower.

Section 5.2 Existence. Except as otherwise permitted under Section 6.9, each Loan Party will, and will cause each of Borrower’s Subsidiaries to, at all times preserve and keep in full force and effect its existence and all rights and Governmental Authorizations, qualifications, franchises, licenses and permits material to its business and to conduct its business in each jurisdiction in which its business is conducted; provided, no Loan Party or any of Borrower’s Subsidiaries shall be required to preserve any such existence, right or Governmental Authorizations, qualifications, franchise, licenses and permits if such Person’s Board of Directors (or similar governing body) or any senior officer of such Person shall determine that the preservation thereof is no longer desirable in the conduct of the business of such Person, and that the loss thereof is not disadvantageous in any material respect to such Person or to Lenders.

Section 5.3 Payment of Taxes and Claims. Each Loan Party will, and will cause each of Borrower’s Subsidiaries to, file all Tax returns required to be filed by or with respect to Borrower or any of its Subsidiaries and timely pay all Taxes imposed upon or with respect to it or any of its properties, assets, income, businesses or franchises before any penalty or fine accrues thereon, and all claims (including claims for labor, services, materials and supplies) for sums that have become due and payable and that by law have or may become a Lien upon any of its properties or assets, prior to the time when any penalty or fine shall be incurred with respect thereto, except for (a) unpaid Taxes in an aggregate amount at any one time not in excess of \$[\*\*] and (b) Taxes that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves are being maintained in accordance with GAAP.

**Section 5.4 Maintenance of Properties.** Each Loan Party will, and will cause each of Borrower's Subsidiaries to (a) maintain or cause to be maintained in good repair, working order and condition, ordinary wear and tear excepted, all properties used or useful in the business of Borrower and its Subsidiaries and from time to time will make or cause to be made all appropriate repairs, renewals and replacements thereof, except to the extent any such failure to maintain could not reasonably be expected to have a Material Adverse Effect, and (b) comply at all times with the provisions of all material leases to which it is a party as lessee or under which it occupies property, so as to prevent any loss or forfeiture thereof or thereunder, except to the extent any such failure to comply could not reasonably be expected to have a Material Adverse Effect. Each Loan Party shall, and shall cause its Subsidiaries to, (A) maintain adequate administrative, physical, and technical security measures and procedures to protect the confidentiality, integrity, and security of the Loan Parties' data systems and the Loan Parties' data in all material respects, in all cases including from theft, corruption, loss or unauthorized use, access, interruption, deletion, or modification by any Person, and (B) keep all Loan Party data systems operational and maintain adequate backups and disaster recovery arrangements that are at least reasonable and at least consistent with, as protective as, and no less rigorous than, industry standards for companies and businesses of similar size in similar industries. Without limiting the generality of the foregoing, each Loan Party shall, and shall cause its Subsidiaries to, (x) maintain applicable equipment and software in physically secure premises, (y) utilize industry-accepted virus and intrusion checking software and firewalls, and (z) limit access to Loan Party data to only those employees and agents who need such access for the conduct of the business of the Loan Parties and their Subsidiaries, in each case except as would not reasonably result in a Material Adverse Effect.

**Section 5.5 Insurance.**

(a) The Loan Parties will maintain or cause to be maintained, with financially sound and reputable insurers, (i) business interruption insurance, and (ii) casualty insurance, such public liability insurance, third party property damage insurance or such other insurance with respect to liabilities, losses or damage in respect of the assets, properties and businesses of the Loan Parties as may customarily be carried or maintained under similar circumstances by Persons of established reputation engaged in similar businesses, in each case in such amounts (giving effect to self-insurance), with such deductibles, covering such risks and otherwise on such terms and conditions as shall be customary for such Persons, in each case as determined by the Borrower in its reasonable business judgment. Each such policy of insurance shall, subject to Section 5.14, (1) name Administrative Agent, on behalf of Lenders as an additional insured thereunder as its interests may appear, and (2) in the case of each casualty insurance policy, contain a loss payable clause or endorsement, satisfactory in form and substance to Administrative Agent, that names Administrative Agent, on behalf of Secured Parties as the loss payee thereunder. If any Loan Party or any of its Subsidiaries fails to maintain such insurance, Administrative Agent may, upon **[\*\*]** prior written notice to Borrower, arrange for such insurance, but at Company's expense and without any responsibility on Administrative Agent's part for obtaining the insurance, the solvency of the insurance companies, the adequacy of the coverage, or the collection of claims. Upon the occurrence and during the continuance of an Event of Default, Administrative Agent shall have the sole right, in the name of the Lenders, any Loan Party and its Subsidiaries, to file claims under any insurance policies, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies.

(b) Each of the insurance policies required to be maintained under this Section 5.5 shall, subject to Section 5.14, provide for either (i) at least **[\*\*]** prior written notice to Administrative Agent of the cancellation or substantial modification thereof or (ii) if not permitted by the applicable insurance provider after the use of commercially reasonable efforts to obtain such prior written notice, prompt notice following any cancelation or substantial modification thereof. Receipt of such notice shall entitle

Administrative Agent (but Administrative Agent shall not be obligated), upon [\*\*] prior written notice to Loan Parties, to renew any such policies, cause the coverages and amounts thereof to be maintained at levels required pursuant to this Section 5.5 or otherwise to obtain similar insurance (including with respect to coverage types, limits and premiums) in place of such policies, in each case at the expense of the Loan Parties.

Section 5.6 Books and Records; Inspections. Each Loan Party will, and will cause each of Borrower's Subsidiaries to, (a) maintain at all times at the chief executive office of Borrower copies of all material books and records of Borrower and its Subsidiaries, (b) keep adequate books of record and account in which full, true and correct entries in all material respects are made of all dealings and transactions in relation to its business and activities, and (c) permit any representatives designated by Administrative Agent (including employees of Administrative Agent, any Lender or any consultants, auditors, accountants, lawyers and appraisers retained by Administrative Agent) to visit any of the properties of any Loan Party and any of Borrower's Subsidiaries to inspect, copy and take extracts from its and their financial and accounting records, and to discuss its and their affairs, finances and accounts with its and their officers and independent accountants and auditors, all upon reasonable notice and at such reasonable times during normal business hours (so long as no Default or Event of Default has occurred and is continuing) and as often as may reasonably be requested; provided that, absent the occurrence and continuance of an Event of Default, Administrative Agent and Lenders shall not exercise such rights more often than one time during any Fiscal Year. The Loan Parties agree to pay the reasonable and documented out-of-pocket costs and expenses incurred by the examiner in connection therewith. Upon the Administrative Agent's request, which shall not be more frequently than once per Fiscal Year with respect to any individual License Agreement, the Borrower and its shall use commercially reasonable efforts to exercise any rights they may have under any License Agreement relating to a Product to cause an inspection and/or audit by an independent public accounting firm to be made of the books of account of any counterparty thereto for the purpose of determining the correctness of any payments made under the License Agreement and this Agreement.

Section 5.7 Lenders Meetings.

(a) Borrower will, upon the reasonable request of Administrative Agent or Required Lenders, participate in a conference call of Administrative Agent and Lenders once during each Fiscal Year at such time as may be agreed to by Borrower and Administrative Agent.

Section 5.8 Compliance with Laws.

(a) Each Loan Party will comply, and shall cause each of Borrower's Subsidiaries and all other Persons, if any, on or occupying any Real Property, to comply in all respects, with the requirements of all applicable laws, rules, regulations and orders of any Governmental Authority (including all Environmental Laws), non-compliance with which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Without limiting the generality of the foregoing, each Loan Party shall, and shall cause each of Borrower's Subsidiaries to, comply with all FDA Laws and Public Health Laws, and with all applicable Federal Health Care Program Laws, except where the failure to comply would not reasonably be expected to result, either individually or in the aggregate, in Material Regulatory Liabilities. All products developed, manufactured, tested, investigated, distributed or marketed by or on behalf of the Loan Parties and Borrower's Subsidiaries that are subject to the jurisdiction of the FDA or any comparable Governmental Authority have been and shall be developed, tested, manufactured, investigated, distributed, sold and marketed in compliance with the FDA Laws and any other Requirement of Law, including, without limitation, good manufacturing practices, labeling, advertising, record-keeping, and adverse event

reporting, except where the failure to comply would not reasonably be expected to result, either individually or in the aggregate, in Material Regulatory Liabilities.

Section 5.9 Environmental.

(a) Each Loan Party shall (i) keep its real property free of any Environmental Liens; (ii) maintain and comply in all material respects with all Governmental Authorizations required under applicable Environmental Laws, except as any such failure could not reasonably be expected to result in a Material Adverse Effect; (iii) take all steps to prevent any Release of Hazardous Materials from any property owned or operated by any Loan Party, except as any such failure could not reasonably be expected to result in a Material Adverse Effect; and (iv) ensure that there are no Hazardous Materials on, at or migrating from any owned Real Property, except as any such failure could not reasonably be expected to result in a Material Adverse Effect.

(b) The Loan Parties shall promptly (but in any event within [\*\*]) notify Administrative Agent in writing (A) of any material Environmental Claims asserted in writing against or material Environmental Liabilities and Costs of any Loan Party, and (B) any notice of Environmental Lien filed against any Real Property, and (ii) provide such other documents and information as reasonably requested by Administrative Agent in relation to any matter pursuant to this Section 5.9(b).

Section 5.10 Subsidiaries. In the event that any Person becomes a Subsidiary of a Loan Party and such Person is not an Excluded Subsidiary, Company shall (a) within [\*\*] of such Person becoming a Subsidiary or ceasing to be an Excluded Subsidiary cause such Subsidiary to become a Guarantor hereunder and a Grantor under the Pledge and Security Agreement and/or applicable non-U.S. security document by executing and delivering to Administrative Agent a Counterpart Agreement and any other applicable required documents, and (b) take all such actions and execute and deliver, or cause to be executed and delivered, all such documents, instruments, agreements, and certificates as are similar to those described in Sections 3.1(b), 3.1(e), and 3.1(h). With respect to each such Subsidiary, Company shall promptly send to Administrative Agent written notice setting forth with respect to such Person (i) the date on which such Person became a Subsidiary of Company or ceased to be an Excluded Subsidiary, and (ii) all of the data required to be set forth in Schedules 4.1 and 4.2 with respect to all Subsidiaries of Company; provided, such written notice shall be deemed to supplement Schedules 4.1 and 4.2 for all purposes hereof. In addition, at the election of Borrower, any Excluded Subsidiary of Borrower may become a Guarantor hereunder.

Section 5.11 Real Estate Assets. In the event that any Loan Party acquires fee title to a Material Real Property (other than the Wisconsin Facility) during the term of this Loan, Borrower shall send to Administrative Agent a written notice of the occurrence of any such event promptly upon the occurrence of same. Within [\*\*] after the acquisition of any such Material Real Property (or such later time as agreed to by Administrative Agent in its reasonable discretion), such Loan Party shall deliver to Administrative Agent the following (the "Mortgage Deliverables"): (a) a fully executed and notarized Mortgage, in proper form for creating a valid and enforceable lien on the Material Real Property described therein once recorded in the appropriate real estate records and in proper form for recording in such real estate records; (b) an opinion of counsel in the jurisdiction in which such Material Real Property is located with respect to the enforceability of such Mortgage and such other matters as Administrative Agent may reasonably request, in each case in form and substance reasonably satisfactory to Administrative Agent; (c)(i) an ALTA extended mortgagee title insurance policy or an unconditional commitment therefor with respect to such Mortgage (each, a "Title Policy") from a reputable nationally recognized title company reasonably satisfactory to Administrative Agent (the "Title Company"), in an amount not less than the fair market value of such Real Estate Asset, together with a title report issued by the Title Company with respect thereto, dated not more than [\*\*] prior to the date such Material Real Property was acquired and copies of all recorded documents listed as exceptions to title or otherwise referred to therein, which Title Policy shall be

effective as of the date of the Mortgage and otherwise be in form and substance reasonably satisfactory to Administrative Agent and (ii) evidence satisfactory to Administrative Agent that such Loan Party has paid to or deposited with the Title Company all expenses and premiums of the Title Company and all other sums required in connection with the issuance of such Title Policy and all recording and stamp taxes (including mortgage recording and intangible taxes) payable in connection with recording the Mortgage for such Material Real Property in the appropriate real estate records; (d) a completed "Life-of-Loan" Federal Emergency Management Agency standard flood hazard determination with respect to each Material Real Property (together with a notice about special flood hazard area status and flood disaster assistance duly executed by the applicable Loan Party relating thereto), and to the extent required by law, evidence of flood insurance with respect to such Material Real Property in compliance with any applicable regulations of the Board of Governors of the Federal Reserve System, and in form and substance reasonably satisfactory to Administrative Agent; and (e) a Survey of such Material Real Property; provided, however, that a Survey shall not be required to the extent that (A) an existing survey together with an "affidavit of no change" satisfactory to the Title Company is delivered to the Administrative Agent and (B) the Title Company removes the standard survey exception and provides customary survey related endorsements and other coverages in the applicable Title Policy. In addition to the foregoing, Borrower shall, at the reasonable request of Required Lenders, deliver to Administrative Agent an appraisal of such Material Real Property to verify the amount of the Mortgage and/or Title Policy, but only if required by applicable law or regulation.

Section 5.12 Further Assurances.

(a) At any time or from time to time upon the request of Administrative Agent, each Loan Party will, at its expense, promptly execute, acknowledge and deliver such further documents and do such other acts and things as Administrative Agent may reasonably request in order to effect fully the purposes of the Loan Documents, including providing Lenders with any information reasonably requested hereunder. In furtherance and not in limitation of the foregoing, each Loan Party shall take such actions as Administrative Agent may reasonably request from time to time to ensure that the Obligations are guaranteed by the Guarantors and are secured by substantially all of the assets of Borrower's Subsidiaries and all of the outstanding Capital Stock of Borrower's Subsidiaries. Notwithstanding anything to the contrary, (a) in no event shall the Borrower or any of its Subsidiaries be required to take any Excluded Perfection Actions and (b) in the event that the Borrower shall at any time desire or be required to join a Foreign Subsidiary as a Guarantor, the Borrower and the Administrative Agent shall reasonably negotiate in good faith to amend this Agreement to subject any guarantee and collateral requirements vis-à-vis any such Foreign Subsidiary, to "agreed security principles" that are customary for the jurisdiction of organization or formation of such Foreign Subsidiary for facilities substantially similar to those provided for in this Credit Agreement (the "Agreed Security Principles"), and all guarantee and collateral requirements hereunder and under the other Loan Documents (subject to the qualifications applying thereto) shall, apply to such Foreign Subsidiary Guarantor and be subject in all cases to such Agreed Security Principles.

(b) Without limiting the provisions of this Article 5 or any other rights or remedies the Administrative Agent may have under this Agreement, if any Outbound License Agreement is terminated in its entirety prior to the Term Loan Maturity Date, then, the applicable Loan Party shall reasonably discuss with the Administrative Agent such Loan Party's development or commercialization plan, as applicable, whether itself or through a new licensee, for the Partnered Asset under such terminated Outbound License Agreement.

(c) If Borrower enters into a new license with a third party, pursuant to which such third party is granted rights to make, have made, use, market, sell, offer for sale, import and otherwise exploit a Partnered Asset for any purpose that the original Licensee would have been permitted to make,

have made, use, market, sell, offer for sale, import and otherwise exploit such Partnered Asset under the corresponding terminated Outbound License Agreement (a “New License Agreement”), then thereafter, (i) the New License Agreement shall be included for all purposes in the definitions of “Outbound License Agreement” and “Material Contract” (and the licensees thereunder shall be included for all purposes in the definition of “Licensee”) under this Agreement, (ii) such Partnered Asset (solely to the extent licensed under such New License Agreement) shall be subject to the mandatory prepayments set forth in Section 2.10(e), provided that any upfront payment under such New License Agreement shall be deemed a “Milestone” for purposes of such prepayment, and (iii) any payments that are equivalent to the Royalties, Milestones, up-front payments, Profit Share Amounts and Joint Venture Proceeds due under such New License Agreement and any rights similar shall be included for all purposes under this Agreement, and the Borrower’s rights and obligations under this Agreement in respect of such Outbound License Agreement shall apply in respect of its rights and obligations under the New License Agreement mutatis mutandis, in each case without any further action by the parties hereto to amend this Agreement. In the event that no New License Agreement is entered into, the Partnered Asset that was the subject of the corresponding terminated Outbound License Agreement shall be subject to the mandatory prepayment provisions of Section 2.10(i).

Section 5.13 Control Agreements. Subject to Section 5.14, each of Borrower and each Guarantor Subsidiary shall hold all of its cash and Cash Equivalents in a Deposit Account or Security Account (i) in the case of any Deposit Account or Security Account maintained in the United States that is not an Excluded Account, subject to a Control Agreement and (ii) in the case of any Deposit Account or Security Account maintained outside of the United States that is not an Excluded Account, subject to a perfected first priority Lien under the laws of the applicable jurisdiction and subject to the Agreed Securities Principles, in each case, within [\*\*] (or such later date reasonably acceptable to the Administrative Agent) after the later of (x) the Closing Date and (y) the opening of such Deposit Accounts or Securities Accounts. All such Control Agreements governed under the laws of a state or territory of the United States shall provide for “springing” cash dominion with respect to each such Deposit Account.

Section 5.14 Post-Closing Matters. Company shall, and shall cause each of the Loan Parties to, satisfy the requirements set forth on Schedule 5.14 (except as otherwise agreed in writing (which may be by electronic communication) between the Borrower and the Administrative Agent) on or before the date specified for such requirement or such later date to be determined by Administrative Agent in its reasonable discretion.

Section 5.15 Commercially Reasonable Efforts. Each Loan Party shall, either itself or through its Licensee(s), use Commercially Reasonable Efforts to develop and Commercialize each Material Product during the term of this Agreement.

## ARTICLE VI

### NEGATIVE COVENANTS

Each Loan Party covenants and agrees that, so long as any Commitment is in effect and until payment in full of all Obligations (other than any such contingent obligations or liabilities hereunder that by the express terms thereof survive such payment in full of all Obligations), such Loan Party shall perform, and shall cause each of its Subsidiaries to perform, all covenants in this Article VI.

Section 6.1 Indebtedness. No Loan Party shall, nor shall it permit any of Borrower’s Subsidiaries to, directly or indirectly, create, incur, assume or guaranty, or otherwise become or remain directly or indirectly liable with respect to any Indebtedness, except Permitted Indebtedness.

Section 6.2 Liens. No Loan Party shall, nor shall it permit any of its Subsidiaries to, directly or indirectly, create, incur, assume or permit to exist any Lien on or with respect to any property or asset of any kind (including any document or instrument in respect of goods or accounts receivable) of Borrower or any of its Subsidiaries, whether now owned or hereafter acquired, or any income or profits therefrom, or file or permit the filing of, or permit to remain in effect, any financing statement or other similar notice of any Lien with respect to any such property, asset, income or profits under the UCC of any State or under any similar recording or notice statute, except, in each case of the foregoing, for Permitted Liens.

Section 6.3 Material Contracts. Except as otherwise consented to by the Administrative Agent, none of Borrower or any of its Subsidiaries shall agree to any set-off, counterclaim or other deduction under or with respect to any Material Contract, other than any such set-off, counter claim or other deduction that is explicitly required by the terms of such Material Contract as in effect on the Closing Date or, with respect to any Material Contract entered into after the Closing Date, on the date such Material Contract became effective. Borrower and its Subsidiaries shall not materially breach any Material Contract, or otherwise default under any Material Contract, in such a manner as could reasonably be expected to give rise to a termination right of any other party to such Material Contract or loss of rights of any Loan Party thereunder. Borrower and its Subsidiaries shall not amend or permit the amendment of any provision of any Material Contract the result of which would be economically adverse in any material respect, taken as a whole, to Borrower.

Section 6.4 No Further Negative Pledges. Except with respect to (a) specific property encumbered to secure payment of particular Indebtedness or to be sold pursuant to an executed agreement with respect to an Asset Sale permitted under Section 6.9, (b) restrictions by reason of customary provisions restricting assignments, Liens, subletting or other transfers contained in leases, licenses and similar agreements entered into in the ordinary course of business (provided that such restrictions are limited to the property or assets secured by such Liens or the property or assets subject to such leases, licenses or similar agreements, as the case may be), (c) restrictions under any agreement or other instrument of a Person acquired by or merged, amalgamated or consolidated with or into Loan Party that was in existence at the time of such acquisition (or at the time it merges with or into any Loan Party in connection with the acquisition of assets from such Person (but, in each case, not created in contemplation thereof)), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired or designation, (d) restrictions on cash or other deposits or net worth imposed by customers under commercial contracts entered into in the ordinary course of business, (e) [reserved], (f) customary provisions in joint venture agreements or arrangements and other similar agreements or arrangements relating solely to the applicable joint venture, (g) any encumbrance or restriction contained in Indebtedness otherwise permitted to be incurred hereunder and (h) any encumbrances or restrictions of the type referred to in the immediately preceding clauses (a) through (g) above imposed by any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings of the contracts, instruments or obligations referred to such immediately preceding clauses (a) through (h) above; provided that such encumbrances and restrictions contained in any such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing are, in the good faith judgment of the Borrower, not materially more restrictive, taken as a whole, than the encumbrances and restrictions prior to such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing, no Loan Party nor any of Borrower's Subsidiaries shall enter into any agreement prohibiting the creation or assumption of any Lien upon any of its properties or assets, whether now owned or hereafter acquired.

Section 6.5 Restricted Junior Payments. No Loan Party shall, nor shall it permit any of its Subsidiaries through any manner or means or through any other Person to, directly or indirectly, declare, order, pay, make or set apart, or agree to declare, order, pay, make or set apart, any sum for any Restricted Junior Payment, in each case, except for:

- (a) the payment of dividends to Company's equityholders in the form of Common Stock;
- (b) (i) the issuance of Capital Stock of Company upon the exercise of any warrants, options or rights to acquire such Capital Stock, including upon conversion of any Indebtedness that is convertible into or exchangeable for Capital Stock of Company, and (ii) cash payments in lieu of issuing fractional shares in connection with the exercise of warrants, options or other securities convertible or exchangeable into Capital Stock of Company;
- (c) the payment of dividends or other Restricted Junior Payments by a Subsidiary of Borrower to any Loan Party or such Subsidiary's direct parent company;
- (d) the repurchase, retirement or other acquisition or retirement for value of Company's Capital Stock held by any future, present or former employee, director, manager, officer or consultant (or any Affiliates, spouses, former spouses, other immediate family members, successors, executors, administrators, heirs, legatees or distributees of any of the foregoing) of Company or any of its Subsidiaries pursuant to any employee, management, director or manager equity plan, employee, management, director or manager stock option plan or any other employee, management, director or manager benefit plan or any agreement (including any stock subscription or shareholder agreement) with any employee, director, manager, officer or consultant of Borrower or any Subsidiary; provided that the aggregate amounts of all such payments made pursuant to this clause (d), shall not, in the aggregate, exceed \$[\*\*];
- (e) any payments pursuant to any Permitted Royalty Transaction;
- (f) (i) the purchase by Borrower of Common Stock (including pursuant to Permitted Equity Derivatives) contemporaneously and otherwise in connection with the incurrence of Permitted Convertible Indebtedness; provided that the aggregate consideration for such Common Stock in connection with such purchases shall not exceed [\*\*]% of the net proceeds received by Borrower from the incurrence of such Permitted Convertible Indebtedness, and (ii) any non-cash settlement or unwind of a Permitted Equity Derivative;
- (g) so long as no Event of Default has occurred and is continuing or would result therefrom, other payments in an aggregate amount not to exceed \$[\*\*]; or
- (h) any payment on subordinated Indebtedness in accordance with the subordination agreement governing such Indebtedness.
- (i) Payment of Indebtedness secured by a Permitted Lien if the asset securing such Indebtedness has been sold or otherwise disposed of in accordance with Section 6.9,
- (j) converting (or exchanging) any Indebtedness to (or for) Qualified Capital Stock of Borrower,
- (k) the issuance of Capital Stock (and cash in lieu of fractional shares in connection with such issuance) of the Borrower in connection with any conversion, exercise, repurchase, exchange, redemption, settlement or early termination or cancellation of Permitted Convertible Indebtedness
- (l) the issuance of Permitted Convertible Indebtedness or subordinated debt that constitutes Permitted Refinancing Indebtedness in exchange for other Permitted Convertible Indebtedness, (g) the redemption, purchase, exchange, early termination or cancellation of Permitted Convertible

Indebtedness in an aggregate principal amount not to exceed the Net Proceeds received by the Borrower from the substantially concurrent issuance of additional Permitted Convertible Indebtedness, subordinated debt or Capital Stock in connection with a refinancing of the Permitted Convertible Indebtedness being redeemed, purchased, exchanged, terminated or cancelled; provided that additional Permitted Convertible Indebtedness constitutes Permitted Refinancing Indebtedness.

Section 6.6 Restrictions on Subsidiary Distributions. Except as provided herein, no Loan Party shall, nor shall it permit any of Borrower's Subsidiaries to, create or otherwise cause or suffer to exist or become effective any consensual encumbrance or restriction of any kind on the ability of any Subsidiary of Company to (a) pay dividends or make any other distributions on any of such Subsidiary's Capital Stock owned by Company or any other Subsidiary of Company, (b) repay or prepay any Indebtedness owed by such Subsidiary to Company or any other Subsidiary of Company, (c) make loans or advances to Company or any other Subsidiary of Company, or (d) transfer any of its property or assets to Company or any other Subsidiary of Company other than restrictions (i) in agreements evidencing purchase money Indebtedness permitted by clause (h) of the definition of Permitted Indebtedness that impose restrictions on the property so acquired, (ii) by reason of customary provisions restricting assignments, change of control, subletting or other transfers contained in leases, licenses, joint venture agreements and other agreements entered into in the ordinary course of business or as expressly permitted by this Agreement, and (iii) that are or were created by virtue of any transfer of, agreement to transfer or option or right with respect to any property, assets or Capital Stock not otherwise prohibited under this Agreement. No Loan Party shall, nor shall it permit its Subsidiaries to, enter into any Contractual Obligations which would prohibit a Subsidiary of Borrower from being a Loan Party (other than Subsidiaries that are Excluded Subsidiaries, other than by virtue of clause (e) or (f) of the definition thereof).

Section 6.7 Investments. Borrower shall not, nor shall it permit any of its Subsidiaries to, directly or indirectly, make or own any Investment in any Person, including without limitation any Joint Venture, except Permitted Investments. Notwithstanding the foregoing, in no event shall any Loan Party make any Investment which results in the making of any Restricted Junior Payment not otherwise permitted under the terms of Section 6.5.

Section 6.8 Minimum Qualified Cash. The Loan Parties shall not permit Qualified Cash at any time after the Closing Date to be less than the sum of (a) the Required Milestone Cash Amount and (b) any outstanding Zodasiran Upfront Payment Balance.

Section 6.9 Fundamental Changes; Disposition of Assets. No Loan Party shall, nor shall it permit any of its Subsidiaries to:

(a) enter into any transaction of merger or consolidation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), including by means of a "plan of division" under the Delaware Limited Liability Company Act or any comparable transaction under any similar law, except:

(i) (x) any Subsidiary of Borrower that is a Loan Party may be merged with or into Company or any Guarantor Subsidiary, or be liquidated, wound up or dissolved, or all or any part of its business, property or assets may be conveyed, sold, leased, transferred or otherwise disposed of, in one transaction or a series of transactions, to Company or any Guarantor Subsidiary; and (y) any Subsidiary of Borrower that is not a Loan Party may be merged with or into Borrower or any other Subsidiary, or be liquidated, wound up or dissolved, or all or any part of its business, property or assets may be conveyed, sold, leased, transferred or otherwise disposed of, in one transaction or a series of transactions, to Company or any other Subsidiary; provided, that in each case of clauses (x) and (y), in the case of such merger involving Borrower, Borrower shall be the continuing or surviving Person and in the case of such merger

not involving Borrower but involving a Guarantor Subsidiary, the Guarantor Subsidiary shall be the continuing or surviving person; or

(ii) in connection with Permitted Acquisitions and other Permitted Investments; or

(b) consummate any Asset Sale, in each case, in one transaction or a series of transactions, of all or any part of its business, assets or property of any kind whatsoever (including, without limitation, any Product (including, without limitation, any Intellectual Property Rights related thereto), any Product Agreement (including, without limitation, any of Company's rights thereunder), and any Registration), whether real, personal or mixed and whether tangible or intangible, whether now owned or hereafter acquired, except the following, provided, that, (A) in the case of clauses (x) (other than Asset Sales to the Borrower or any of its Subsidiaries), (xi), (xiv), (xv) (xvii), (xviii), (xix), (xx) (other than in the case of agreements or transactions between Loan Parties) and (xxii) which shall be on arms' length and market terms and for fair market value and (B) any agreements or transactions existing on the Closing Date shall be deemed to be on arms' length and market terms and for fair market value:

(i) [reserved];

(ii) [reserved];

(iii) [reserved];

(iv) [reserved];

(v) the disposition, unwinding or other termination of any Hedging Agreement or any Permitted Equity Derivative or the entry into any Permitted Equity Derivatives;

(vi) (A) Asset Sales of inventory and immaterial assets in the ordinary course of business and (B) the abandonment, disclaimer, forfeiture, dedication to the public, cancellation, non-renewal of Intellectual Property Rights in the ordinary course of business that is not material to any Material Product or Platform Technology and is no longer useful in any material respect in the business of the Borrower and its Subsidiaries;

(vii) Asset Sales of obsolete or worn out, retired or surplus property, whether now owned or hereafter acquired, in the ordinary course of business;

(viii) surrender or waiver of contractual rights and settlement or waiver of contractual or litigation claims in the ordinary course of business;

(ix) Asset Sales to any Loan Party;

(x) Asset Sales by any Subsidiary that is not a Loan Party; provided that, in connection with such Asset Sales the Company shall receive consideration of which not less than [\*\*]% shall be in cash or Cash Equivalents;

(xi) Asset Sales of Plozasiran pursuant to a Permitted Royalty Transaction under clause (b) of the definition thereof, which shall be subject to the prepayment provisions of Section 2.10(g);

(xii) Asset Sales consisting of Permitted Liens and permitted Restricted Junior Payments;

(xiii) use or transfer of Cash or Cash Equivalents, including the sale or disposition of Cash Equivalents for cash or other Cash Equivalents;

(xiv) Asset Sales of Capital Stock in any Joint Venture to the other holders of Capital Stock in such Joint Venture; provided that in connection with such Asset Sales the Company shall receive consideration of which not less than [\*\*]% shall be in cash or Cash Equivalents;

(xv) other Asset Sales in an amount not to exceed \$[\*\*]; provided that in connection with such Asset Sales the Company shall receive consideration of which not less than [\*\*]% shall be in cash or Cash Equivalents;

(xvi) Asset Sales described in clause (c) of the definition thereof so long as any cash proceeds are subject to the requirements of Section 2.10(d);

(xvii) Asset Sales of Pipeline Assets pursuant to one or more Pipeline Asset Monetizations (but excluding, for the avoidance of doubt, any Asset Sales in connection with any tangible (other than inventory) or intangible assets specific to (x) any Material Product, (y) any Specified Transaction, subject to the mandatory prepayments required by Section 2.10(h), and (z) any out-license of Platform Intellectual Property Rights other than pursuant to a Permitted Product Agreement solely for use in of such Platform Intellectual Property Rights in the development, manufacture and /or Commercialization of a Product or back-ups or follow-ons of such Product); provided that, in connection with such Asset Sales the Company shall receive consideration of which not less than [\*\*]% shall be in cash or Cash Equivalents;

(xviii) Asset Sales with respect to Pipeline Assets in connection with any Specified Transaction pursuant to a Permitted Product Agreement; provided that such Specified Transaction is consummated on terms no less favorable than those last disclosed in writing to the Administrative Agent prior to the consummation of such Asset Sale; provided, that, after the consummation of any such Specified Transaction, the assets subject to such Specified Transaction shall become Partnered Assets and shall be subject to the prepayments required by Section 2.10(e) (excluding any upfront fee received in connection with such Specified Transaction); and provided further that if any Specified Transaction is not consummated within the timeframe required in the definition of “Specified Transaction”, the Pipeline Assets that were the subject thereof shall continue to be subject to the mandatory prepayments required by Section 2.10(i);

(xix) transactions pursuant to any Permitted Zodasiran Agreement; provided that, (A) if such transaction is with respect to any Non-Core Market, such transaction (x) shall be permitted without the consent of the Administrative Agent and (y) shall not be subject to any prepayments pursuant to Section 2.10(f) and (B) if such transaction is with respect to any Core Market, such transaction shall be permitted (1) (x) subject to the consent of the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed) or (y) without the consent of the Administrative Agent if such transaction is with a Qualified Entity, (2) so long as the Company receives an upfront payment in cash from such Person (including any Qualified Entity) in an amount equal to or greater than \$[\*\*] (or the dollar equivalent) (such payment, the “Zodasiran Upfront Payment”), and (3) subject to the required prepayments set forth in Section 2.10(f); provided further that, for the avoidance of doubt, in the event the Borrower does not enter into a Permitted Zodasiran Agreement within the time period set forth in the definition of “Permitted Zodasiran Agreement”, Zodasiran shall continue to be a Material Product subject to the prepayment

obligations of Section 2.10(f), and Borrower shall not be permitted to enter into any Asset Sale with respect to Zodasiran without the prior written consent of the Administrative Agent.;

(xx) the non-exclusive licensing or non-exclusive sublicensing of any Intellectual Property Rights and intercompany licenses or grants of rights of distribution, co-promotion or similar commercial rights, in each case, in the ordinary course of business and consistent with industry practice and, in each case, which does not materially interfere with the ordinary conduct of the business of Borrower or any of its Subsidiaries;

(xxi) the Sarepta Transactions;

(xxii) the lease, assignment or sublease of any real or personal property (other than any Product, Intellectual Property Rights or dispositions described in clause (e) of the definition of Asset Sale) in the ordinary course of business which do not materially interfere with the ordinary conduct of the business of Borrower or any of its Subsidiaries; and

(xxiii) involuntary loss, damage or destruction of property or any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property.

Section 6.10 Disposal of Subsidiary Interests. Except for any sale of its interests in the Capital Stock of any of its Subsidiaries in compliance with the provisions of Section 6.9 or with respect to Permitted Liens, no Loan Party shall, nor shall it permit any of Borrower's Subsidiaries to, in each case solely with respect to the interests of or in Loan Party, (a) directly or indirectly sell, assign, pledge or otherwise encumber or dispose of any Capital Stock of any of its Subsidiaries, except to qualify directors if required by applicable law; or (b) permit any of its Subsidiaries directly or indirectly to sell, assign, pledge or otherwise encumber or dispose of any Capital Stock of any of its Subsidiaries, except to another Loan Party (subject to the restrictions on such disposition otherwise imposed hereunder), or to qualify directors if required by applicable law.

Section 6.11 Sales and Lease Backs. No Loan Party shall, nor shall it permit any of Borrower's Subsidiaries to, directly or indirectly, become or remain liable as lessee or as a guarantor or other surety with respect to any lease of any property (whether real, personal or mixed), whether now owned or hereafter acquired, which such Loan Party (a) has sold or transferred or is to sell or to transfer to any other Person (other than Borrower or any of its Subsidiaries) or (b) intends to use for substantially the same purpose as any other property which has been or is to be sold or transferred by such Loan Party to any Person (other than Borrower or any of its Subsidiaries) in connection with such lease.

Section 6.12 Transactions with Shareholders and Affiliates. No Loan Party shall, nor shall it permit any of Borrower's Subsidiaries to, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any direct or indirect holder of [**\*\***]% or more of any class of Capital Stock of Borrower or any of its Subsidiaries or, or series of related transactions, with any Affiliate of Borrower or of any such holder with a value in excess of \$[**\*\***]; provided, that the Loan Parties and Borrower's Subsidiaries may enter into or permit to exist any such transaction if Administrative Agent has consented thereto in writing prior to the consummation thereof; provided, further, that the foregoing restrictions shall not apply to any of the following:

(a) any transaction among the Borrower and its Subsidiaries that are not expressly prohibited hereunder;

(b) reasonable and customary fees paid to current or former members of the Board of Directors (or similar governing body) of Borrower and its Subsidiaries;

(c) compensation arrangements for current and former officers, directors, employees and consultants of Borrower and its Subsidiaries entered into in the ordinary course of business;

(d) transactions (or series of related transactions) that have a value not in excess of \$[\*\*] in the aggregate during the term of this Agreement and that are, in the case of each such transaction (or series of related transactions), on terms that are not less favorable to the Borrower or a Subsidiary in any material respect than would be obtainable by the Borrower or such Subsidiary at such time in a comparable arm's-length transaction with a Person other than an Affiliate (as determined in good faith by the senior management or the board of directors of the Borrower); provided that, to the extent such transaction pursuant to this clause (d) has a value equal to or in excess of \$[\*\*], such transaction must be approved by the independent board of directors of the Borrower;

(e) any such transaction if Administrative Agent has consented thereto in writing prior to the consummation in its reasonable discretion; and

(f) transactions pursuant to the Visirna JV Documents; provided that, they do not adversely affect (except in an immaterial amount) the Royalties required to be paid to the Borrower under the Visirna License Agreement as of the Closing Date; and

(g) transactions described in Schedule 6.12 (including without limitation, any intercompany licenses or other arrangements existing on the Closing Date).

Section 6.13 Conduct of Business. From and after the Closing Date, no Loan Party shall, nor shall it permit any of its Subsidiaries to, engage in any material line of business other than the businesses engaged in by such Loan Party or its Subsidiaries on the Closing Date or any business reasonably related, complementary, incidental, ancillary thereto or any reasonable extensions thereto.

Section 6.14 Changes to Certain Agreements and Organizational Documents. No Loan Party shall (i) amend or permit any amendments to any Loan Party's Organizational Documents in a manner that is materially adverse to the Lenders in their capacities as such, including, without limitation, any amendment, modification or change to any of Loan Party's Organizational Documents to effect a division or plan of division pursuant to Section 18-217 of the Delaware Limited Liability Company Act (or any similar statute or provision under applicable law); (ii) amend or otherwise modify any provision of any Permitted Convertible Indebtedness if such amendment or change would be materially adverse to Administrative Agent or the Lenders; or (iii) amend or permit any amendments to, or terminate or waive any provision of, any Material Contract, if such amendment, termination, or waiver would be materially adverse to Administrative Agent or the Lenders.

Section 6.15 Accounting Methods. The Loan Parties will not and will not permit any of their Subsidiaries to modify or change its fiscal year or its method of accounting (other than as may be required to conform to GAAP).

Section 6.16 Deposit Accounts and Securities Accounts. Subject to Section 5.14 and except for Excluded Accounts, no Loan Party shall establish or maintain a Deposit Account or a Securities Account that is not subject to a Control Agreement (or, with respect to any Deposit Accounts or Securities Accounts not maintained in the United States, a perfected first priority Lien under the laws of the applicable jurisdiction and subject to the Agreed Securities Principles) subject to non-consensual Permitted Liens described in clauses (u) and (v) of the definition thereof.

Section 6.17 Anti-Terrorism Laws. None of the Loan Parties, nor any of their Affiliates or agents shall:

(a) conduct any business or engage in any transaction or dealing with any Blocked Person, including the making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person,

(b) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the OFAC Sanctions Programs or

(c) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the OFAC Sanctions Programs, the USA PATRIOT Act or any other Anti-Terrorism Law.

Borrower shall deliver to the Lenders any certification or other evidence requested from time to time by any Lender in its reasonable discretion, confirming Borrower's compliance with this Section 6.18.

Section 6.18 Anti-Corruption Laws. No Loan Party shall use, or permit any of its Subsidiaries to use, directly or indirectly, any of the proceeds of any Loan for the purpose of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Law.

Section 6.19 Use of Proceeds. The Loan Parties will not and will not permit any of their Subsidiaries to use the proceeds of any Loan to directly, or to any Loan Party's knowledge after due care and inquiry, indirectly, to make any payments to a Sanctioned Entity or a Sanctioned Person, to fund any investments, loans or contributions in, or otherwise make such proceeds available to, a Sanctioned Entity or a Sanctioned Person, to fund any operations, activities or business of a Sanctioned Entity or a Sanctioned Person or in any other manner that would result in a violation of Sanctions by any Person and no part of the proceeds of any Loan will be used directly or, to any Loan Party's knowledge after due care and inquiry, indirectly in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Sanctions, Anti-Corruption Laws or Anti-Terrorism Laws.

Section 6.20 Termination of Any Material Contract; Amendment of Any Outbound License Agreement.

(a) Borrower shall not, and shall cause its Subsidiaries not to, (i) without the prior written consent of the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed), exercise any termination right granted thereunder to terminate any Material Contract in its entirety or otherwise agree with the applicable counterparty thereto to terminate any Material Contract in its entirety, or (ii) exercise any termination right granted thereunder to terminate any Material Contract in part or otherwise agree with the applicable counterparty thereto to terminate any Material Contract in part; provided however that, in each case ((i) and (ii)), Borrower entering into any agreement that includes provisions (A) permitting termination for convenience of a Material Contract or (B) acknowledging that a counterparty to a Material Contract has terminated for convenience such Material Contract, in each case ((A) and (B)) are not a breach of this Section 6.20 or an instance of Borrower "agreeing" to terminate a Material Contract.

(b) Borrower shall not, and shall cause its Subsidiaries not to, without the prior written consent of the Administrative Agent (such consent not to be unreasonably withheld, conditioned or delayed), take any action with respect to any Outbound License Agreement which would reasonably be

expected to have a material adverse effect on the amount, timing or duration of any Royalties, Milestones, Profit Share Amounts or Joint Venture Proceeds payable to the Borrower under such Outbound License Agreement.

## ARTICLE VII

### GUARANTY

Section 7.1 Guaranty of the Obligations. Subject to the provisions of Section 7.2, Guarantors jointly and severally hereby irrevocably and unconditionally guaranty for the ratable benefit of the Beneficiaries the due and punctual payment in full of all Obligations when the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)) (collectively, the “Guaranteed Obligations”).

Section 7.2 Contribution by Guarantors. All Guarantors desire to allocate among themselves, in a fair and equitable manner, their obligations arising under this Guaranty. Accordingly, in the event any payment or distribution is made on any date by a Guarantor under this Guaranty such that its Aggregate Payments exceeds its Fair Share as of such date, such Guarantor shall be entitled to a contribution from each of the other Guarantors in an amount sufficient to cause each Guarantor’s Aggregate Payments to equal its Fair Share as of such date. “Fair Share” means, with respect to any Guarantor as of any date of determination, an amount equal to (a) the ratio of (i) the Fair Share Contribution Amount with respect to such Guarantor, to (ii) the aggregate of the Fair Share Contribution Amounts with respect to all Guarantors multiplied by, (b) the aggregate amount paid or distributed on or before such date by all Guarantors under this Guaranty in respect of the obligations Guaranteed. “Fair Share Contribution Amount” means, with respect to any Guarantor as of any date of determination, the maximum aggregate amount of the obligations of such Guarantor under this Guaranty that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of Title 11 of the United States Code or any comparable applicable provisions of state law; provided, solely for purposes of calculating the “Fair Share Contribution Amount” with respect to any Guarantor for purposes of this Section 7.2, any assets or liabilities of such Guarantor arising by virtue of any rights to subrogation, reimbursement or indemnification or any rights to or obligations of contribution hereunder shall not be considered as assets or liabilities of such Guarantor. “Aggregate Payments” means, with respect to any Guarantor as of any date of determination, an amount equal to (A) the aggregate amount of all payments and distributions made on or before such date by such Guarantor in respect of this Guaranty (including, without limitation, in respect of this Section 7.2), minus (B) the aggregate amount of all payments received on or before such date by such Guarantor from the other Guarantors as contributions under this Section 7.2. The amounts payable as contributions hereunder shall be determined as of the date on which the related payment or distribution is made by the applicable Guarantor. The allocation among Guarantors of their obligations as set forth in this Section 7.2 shall not be construed in any way to limit the liability of any Guarantor hereunder. Each Guarantor is a third party beneficiary to the contribution agreement set forth in this Section 7.2.

Section 7.3 Payment by Guarantors. Subject to Section 7.2, Guarantors hereby jointly and severally agree, in furtherance of the foregoing and not in limitation of any other right which any Beneficiary may have at law or in equity against any Guarantor by virtue hereof, that upon the failure of Company to pay any of the Guaranteed Obligations when and as the same shall become due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. § 362(a)), Guarantors will upon demand pay, or cause to be paid, in Cash, to Administrative Agent for the ratable benefit of Beneficiaries, an amount equal to the sum of the unpaid principal amount of all Guaranteed Obligations then due as aforesaid, accrued and Unpaid Interest on such

Guaranteed Obligations (including interest which, but for Company's becoming the subject of a case under the Bankruptcy Code, would have accrued on such Guaranteed Obligations, whether or not a claim is allowed against Company for such interest in the related bankruptcy case) and all other Guaranteed Obligations then owed to Beneficiaries as aforesaid.

Section 7.4 Liability of Guarantors Absolute. Each Guarantor agrees that its obligations hereunder are irrevocable, absolute, independent and unconditional and shall not be affected by any circumstance which constitutes a legal or equitable discharge of a guarantor or surety other than payment in full of the Guaranteed Obligations. In furtherance of the foregoing and without limiting the generality thereof, each Guarantor agrees as follows:

(a) this Guaranty is a guaranty of payment when due and not of collectability. This Guaranty is a primary obligation of each Guarantor and not merely a contract of surety;

(b) Administrative Agent may enforce this Guaranty upon the occurrence of an Event of Default notwithstanding the existence of any dispute between Company and any Beneficiary with respect to the existence of such Event of Default;

(c) the obligations of each Guarantor hereunder are independent of the obligations of Company and the obligations of any other guarantor (including any other Guarantor) of the obligations of Company, and a separate action or actions may be brought and prosecuted against such Guarantor whether or not any action is brought against Company or any of such other guarantors and whether or not Company is joined in any such action or actions;

(d) payment by any Guarantor of a portion, but not all, of the Guaranteed Obligations shall in no way limit, affect, modify or abridge any Guarantor's liability for any portion of the Guaranteed Obligations which has not been paid. Without limiting the generality of the foregoing, if Administrative Agent is awarded a judgment in any suit brought to enforce any Guarantor's covenant to pay a portion of the Guaranteed Obligations, such judgment shall not be deemed to release such Guarantor from its covenant to pay the portion of the Guaranteed Obligations that is not the subject of such suit, and such judgment shall not, except to the extent satisfied by such Guarantor, limit, affect, modify or abridge any other Guarantor's liability hereunder in respect of the Guaranteed Obligations;

(e) solely with respect to the applicable Guarantor (and without limiting the Borrower's rights hereunder), any Beneficiary, upon such terms as it deems appropriate, without notice or demand and without affecting the validity or enforceability hereof or giving rise to any reduction, limitation, impairment, discharge or termination of any Guarantor's liability hereunder, from time to time may (i) renew, extend, accelerate, increase the rate of interest on, or otherwise change the time, place, manner or terms of payment of the Guaranteed Obligations; (ii) settle, compromise, release or discharge, or accept or refuse any offer of performance with respect to, or substitutions for, the Guaranteed Obligations or any agreement relating thereto and/or subordinate the payment of the same to the payment of any other obligations; (iii) request and accept other guaranties of the Guaranteed Obligations and take and hold security for the payment hereof or the Guaranteed Obligations; (iv) release, surrender, exchange, substitute, compromise, settle, rescind, waive, alter, subordinate or modify, with or without consideration, any security for payment of the Guaranteed Obligations, any other guaranties of the Guaranteed Obligations, or any other obligation of any Person (including any other Guarantor) with respect to the Guaranteed Obligations; (v) enforce and apply any security now or hereafter held by or for the benefit of such Beneficiary in respect hereof or the Guaranteed Obligations and direct the order or manner of sale thereof, or exercise any other right or remedy that such Beneficiary may have against any such security, in each case as such Beneficiary in its discretion may determine consistent herewith and any applicable security agreement, including foreclosure on any such security pursuant to one or more judicial or non-judicial sales, whether or not every

aspect of any such sale is commercially reasonable, and even though such action operates to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Guarantor against Company or any security for the Guaranteed Obligations; and (vi) exercise any other rights available to it under the Loan Documents; and

(f) this Guaranty and the obligations of Guarantors hereunder shall be valid and enforceable and shall not be subject to any reduction, limitation, impairment, discharge or termination for any reason (other than payment in full in cash of the Guaranteed Obligations), including the occurrence of any of the following, whether or not any Guarantor shall have had notice or knowledge of any of them: (i) any failure or omission to assert or enforce or agreement or election not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy (whether arising under the Loan Documents, at law, in equity or otherwise) with respect to the Guaranteed Obligations or any agreement relating thereto, or with respect to any other guaranty of or security for the payment of the Guaranteed Obligations; (ii) any rescission, waiver, amendment or modification of, or any consent to departure from, any of the terms or provisions (including provisions relating to events of default) hereof, any of the other Loan Documents or any agreement or instrument executed pursuant thereto, or of any other guaranty or security for the Guaranteed Obligations, in each case whether or not in accordance with the terms hereof or such Loan Document or any agreement relating to such other guaranty or security; (iii) the Guaranteed Obligations, or any agreement relating thereto, at any time being found to be illegal, invalid or unenforceable in any respect; (iv) the application of payments received from any source (other than payments received pursuant to the other Loan Documents or from the proceeds of any security for the Guaranteed Obligations, except to the extent such security also serves as collateral for indebtedness other than the Guaranteed Obligations) to the payment of indebtedness other than the Guaranteed Obligations, even though any Beneficiary might have elected to apply such payment to any part or all of the Guaranteed Obligations; (v) any Beneficiary's consent to the change, reorganization or termination of the corporate structure or existence of Borrower or any of its Subsidiaries and to any corresponding restructuring of the Guaranteed Obligations; (vi) any failure to perfect or continue perfection of a security interest in any collateral which secures any of the Guaranteed Obligations; (vii) any defenses, set offs or counterclaims which Company may allege or assert against any Beneficiary in respect of the Guaranteed Obligations, including failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, accord and satisfaction and usury; and (viii) any other act or thing or omission, or delay to do any other act or thing, which may or might in any manner or to any extent vary the risk of any Guarantor as an obligor in respect of the Guaranteed Obligations.

Section 7.5 Waivers by Guarantors. Each Guarantor hereby waives, for the benefit of Beneficiaries: (a) any right to require any Beneficiary, as a condition of payment or performance by such Guarantor, to (i) proceed against Company, any other guarantor (including any other Guarantor) of the Guaranteed Obligations or any other Person, (ii) proceed against or exhaust any security held from Company, any such other guarantor or any other Person, (iii) proceed against or have resort to any balance of any Deposit Account or credit on the books of any Beneficiary in favor of Company or any other Person, or (iv) pursue any other remedy in the power of any Beneficiary whatsoever; (b) any defense arising by reason of the incapacity, lack of authority or any disability or other defense of Company or any other Guarantor including any defense based on or arising out of the lack of validity or the unenforceability of the Guaranteed Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of Company or any other Guarantor from any cause other than payment in full in cash of the Guaranteed Obligations; (c) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (d) any defense based upon any Beneficiary's errors or omissions in the administration of the Guaranteed Obligations, except behavior which amounts to bad faith; (e) (i) any principles or provisions of law, statutory or otherwise, which are or might be in conflict with the terms hereof and any legal or equitable discharge of such Guarantor's obligations hereunder, (ii) the benefit of any statute of limitations affecting

such Guarantor's liability hereunder or the enforcement hereof, (iii) any rights to set offs, recoupments and counterclaims, and (iv) promptness, diligence and any requirement that any Beneficiary protect, secure, perfect or insure any security interest or lien or any property subject thereto; (f) notices, demands, presentments, protests, notices of protest, notices of dishonor and notices of any action or inaction, including acceptance hereof, notices of default hereunder or any agreement or instrument related thereto, notices of any renewal, extension or modification of the Guaranteed Obligations or any agreement related thereto, notices of any extension of credit to Company and notices of any of the matters referred to in Section 7.4 and any right to consent to any thereof; and (g) any defenses or benefits that may be derived from or afforded by law which limit the liability of or exonerate guarantors or sureties, or which may conflict with the terms hereof.

Section 7.6 Guarantors' Rights of Subrogation, Contribution, Etc. Until the Guaranteed Obligations shall have been indefeasibly paid in cash in full and the Delayed Draw Term Loan Commitments have been terminated, each Guarantor hereby waives any claim, right or remedy, direct or indirect, that such Guarantor now has or may hereafter have against Company or any other Guarantor or any of its assets in connection with this Guaranty or the performance by such Guarantor of its obligations hereunder, in each case whether such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise and including without limitation (a) any right of subrogation, reimbursement or indemnification that such Guarantor now has or may hereafter have against Company with respect to the Guaranteed Obligations, (b) any right to enforce, or to participate in, any claim, right or remedy that any Beneficiary now has or may hereafter have against Company, and (c) any benefit of, and any right to participate in, any collateral or security now or hereafter held by any Beneficiary. In addition, until the Guaranteed Obligations shall have been indefeasibly paid in full and the Delayed Draw Term Loan Commitments have been terminated, each Guarantor shall withhold exercise of any right of contribution such Guarantor may have against any other guarantor (including any other Guarantor) of the Guaranteed Obligations, including, without limitation, any such right of contribution as contemplated by Section 7.2. Each Guarantor further agrees that, to the extent the waiver or agreement to withhold the exercise of its rights of subrogation, reimbursement, indemnification and contribution as set forth herein is found by a court of competent jurisdiction to be void or voidable for any reason, any rights of subrogation, reimbursement or indemnification such Guarantor may have against Company or against any collateral or security, and any rights of contribution such Guarantor may have against any such other guarantor, shall be junior and subordinate to any rights any Beneficiary may have against Company, to all right, title and interest any Beneficiary may have in any such collateral or security, and to any right any Beneficiary may have against such other guarantor. If any amount shall be paid to any Guarantor on account of any such subrogation, reimbursement, indemnification or contribution rights at any time when all Guaranteed Obligations shall not have been finally and indefeasibly paid in full, such amount shall be held in trust for Administrative Agent on behalf of Beneficiaries and shall forthwith be paid over to Administrative Agent for the benefit of Beneficiaries to be credited and applied against the Guaranteed Obligations, whether matured or unmatured, in accordance with the terms hereof.

Section 7.7 Subordination of Other Obligations. Any Indebtedness of Company or any Guarantor now or hereafter held by any Guarantor is hereby subordinated in right of payment to the Guaranteed Obligations, and any such indebtedness collected or received by such Guarantor after an Event of Default has occurred and is continuing shall be held in trust for Administrative Agent on behalf of the Beneficiaries shall forthwith be paid over to Administrative Agent for the benefit of Beneficiaries to be credited and applied against the Guaranteed Obligations but without affecting, impairing or limiting in any manner the liability of such Guarantor under any other provision hereof.

Section 7.8 Continuing Guaranty. This Guaranty is a continuing guaranty and shall remain in effect until the Termination Date. Each Guarantor hereby irrevocably waives any right to revoke this Guaranty as to future transactions giving rise to any Guaranteed Obligations.

Section 7.9 Authority of Guarantors or Company. It is not necessary for any Beneficiary to inquire into the capacity or powers of any Guarantor or Company or the officers, directors or agents acting or purporting to act on behalf of any of them.

Section 7.10 Financial Condition of Company. Any Credit Extension may be made to Company or continued from time to time without notice to or authorization from any Guarantor regardless of the financial or other condition of Company at the time of any such grant or continuation is entered into, as the case may be. No Beneficiary shall have any obligation to disclose or discuss with any Guarantor its assessment, or any Guarantor's assessment, of the financial condition of Company. Each Guarantor has adequate means to obtain information from Company on a continuing basis concerning the financial condition of Company and its ability to perform its obligations under the Loan Documents, and each Guarantor assumes the responsibility for being and keeping informed of the financial condition of Company and of all circumstances bearing upon the risk of non-payment of the Guaranteed Obligations. Each Guarantor hereby waives and relinquishes any duty on the part of any Beneficiary to disclose any matter, fact or thing relating to the business, operations or conditions of Company now known or hereafter known by any Beneficiary.

Section 7.11 Bankruptcy, Etc.

(a) So long as any Guaranteed Obligations remain outstanding, no Guarantor shall, without the prior written consent of Administrative Agent acting pursuant to the instructions of Required Lenders, commence or join with any other Person in commencing any bankruptcy, reorganization or insolvency case or proceeding of or against Company or any other Guarantor. The obligations of Guarantors hereunder shall not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any case or proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, administration, reorganization, liquidation or arrangement of Company or any other Guarantor or by any defense which Company or any other Guarantor may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding.

(b) Each Guarantor acknowledges and agrees that any interest on any portion of the Guaranteed Obligations which accrues after the commencement of any case or proceeding referred to in clause (a) above (or, if interest on any portion of the Guaranteed Obligations ceases to accrue by operation of law by reason of the commencement of such case or proceeding, such interest as would have accrued on such portion of the Guaranteed Obligations if such case or proceeding had not been commenced) shall be included in the Guaranteed Obligations because it is the intention of Guarantors and Beneficiaries that the Guaranteed Obligations which are guaranteed by Guarantors pursuant hereto should be determined without regard to any rule of law or order which may relieve Company of any portion of such Guaranteed Obligations. Guarantors will permit any trustee in bankruptcy, receiver, administrator, debtor in possession, assignee for the benefit of creditors or similar person to pay Administrative Agent, or allow the claim of Administrative Agent in respect of, any such interest accruing after the date on which such case or proceeding is commenced.

(c) In the event that all or any portion of the Guaranteed Obligations are paid by Company, the obligations of Guarantors hereunder shall continue and remain in full force and effect or be reinstated, as the case may be, in the event that all or any part of such payment(s) are rescinded or recovered directly or indirectly from any Beneficiary as a preference, fraudulent transfer or otherwise, and any such payments which are so rescinded or recovered shall constitute Guaranteed Obligations for all purposes hereunder.

Section 7.12 Discharge of Guaranty Upon Sale of Guarantor. If all of the Capital Stock of any Guarantor or any of its successors in interest hereunder shall be sold or otherwise disposed of (including by

merger or consolidation) in accordance with the terms and conditions hereof, the Guaranty of such Guarantor or such successor in interest, as the case may be, hereunder shall automatically be discharged and released without any further action by any Beneficiary or any other Person effective as of the time of such Asset Sale.

## ARTICLE VIII

### EVENTS OF DEFAULT

Section 8.1 Events of Default. If any one or more of the following conditions or events shall occur:

(a) Failure to Make Payments When Due. Failure by Company to pay (i) the principal of and premium, if any, on any Term Loan when due whether at stated maturity, by acceleration or otherwise; or (ii) within [\*\*] when due any interest on any Term Loan or any fee or any other amount due hereunder; or

(b) Default in Other Agreements. (i) Failure of any Loan Party or any Loan Party's Subsidiaries to pay when due any principal of or interest on or any other amount payable in respect of one or more items of Indebtedness (other than Indebtedness referred to in Section 8.1(a)) in a principal amount in excess of the Threshold Amount, in each case beyond the grace period, if any, provided therefor, or (ii) breach or default by any Loan Party with respect to any other material term of (A) one or more items of Indebtedness in the principal amount referred to in clause (i) above, or (B) any loan agreement, mortgage, indenture or other agreement relating to such item(s) of Indebtedness, in each case beyond the grace period, if any, provided therefor, if the effect of such breach or default is to cause, or to permit the holder or holders of that Indebtedness (or a trustee on behalf of such holder or holders), to cause, that Indebtedness to become or be declared due and payable (or subject to a compulsory repurchase or redeemable) or to require the prepayment, redemption, repurchase or defeasance of, or to cause Borrower or any of Borrower's Subsidiaries to make any offer to prepay, redeem, repurchase or defease such Indebtedness, prior to its stated maturity or the stated maturity of any underlying obligation, as the case may be; or

(c) Breach of Certain Covenants. Failure of any Loan Party to perform or comply with any term or condition contained in Section 2.2, Section 5.1(a), (b), (c), (d), (e), (f), (j)-(o), (q) and (s), Section 5.2, Section 5.3, Section 5.5, Section 5.8, Section 5.10, Section 5.13, Section 5.14, Section 5.15 or Article VI; or

(d) Breach of Representations, Etc. Any representation, warranty, certification or other statement made or deemed made by any Loan Party in any Loan Document or in any statement or certificate at any time given by any Loan Party or any of Borrower's Subsidiaries in writing pursuant hereto or thereto or in connection herewith or therewith shall be false in any material respect (except that such materiality qualifier shall not be applicable to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) as of the date made or deemed made; or

(e) Other Defaults Under Loan Documents. Any Loan Party shall default in the performance of or compliance with any term contained herein or any of the other Loan Documents, other than any such term referred to in any other Section of this Section 8.1, and such default shall not have been remedied or waived within [\*\*] after the earlier of (i) an officer of such Loan Party becoming aware of such default, or (ii) receipt by Company of notice from Administrative Agent or any Lender of such default; or

(f) Involuntary Bankruptcy; Appointment of Receiver, Etc. (i) A court of competent jurisdiction shall enter a decree or order for relief in respect of Borrower or any of its Subsidiaries in an involuntary case under the Bankruptcy Code or under any other applicable bankruptcy, insolvency or similar law now or hereafter in effect, which decree or order is not stayed; or any other similar relief shall be granted under any applicable federal or state law; or (ii) an involuntary case shall be commenced against Borrower or any of its Subsidiaries under the Bankruptcy Code or under any other applicable bankruptcy, insolvency or similar law now or hereafter in effect; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, administrator, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Borrower or any of its Subsidiaries, or over all or a substantial part of its property, shall have been entered; or there shall have occurred the involuntary appointment of an interim receiver, administrator, trustee or other custodian of Borrowers or any of its Subsidiaries for all or a substantial part of its property; or a warrant of attachment, execution or similar process shall have been issued against any substantial part of the property of Borrower or any of its Subsidiaries, and any such event described in this clause (ii) shall continue for [\*\*] without having been dismissed, bonded or discharged; or

(g) Voluntary Bankruptcy; Appointment of Receiver, Etc. (i) Borrower or any of its Subsidiaries shall have an order for relief entered with respect to it or shall commence a voluntary case under the Bankruptcy Code or under any other applicable bankruptcy, insolvency or similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case, or to the conversion of an involuntary case to a voluntary case, under any such law, or shall consent to the appointment of or taking possession by a receiver, administrator, trustee or other custodian for all or a substantial part of its property; or Borrower or any of its Subsidiaries shall make any assignment for the benefit of creditors; or (ii) Borrower or any of its Subsidiaries shall be unable, or shall fail generally, or shall admit in writing its inability, to pay its debts as such debts become due; or the Board of Directors (or similar governing body) of Borrower or any of its Subsidiaries shall adopt any resolution or otherwise authorize any action to approve any of the actions referred to herein or in Section 8.1(f); or

(h) Judgments and Attachments. Any money judgment, writ or warrant of attachment or similar process involving in any individual case an amount in excess of the Threshold Amount (to the extent not adequately covered by insurance as to which a solvent and unaffiliated insurance company has acknowledged coverage) shall be entered or filed against Borrower or any of its Subsidiaries or any of their respective assets and shall remain undischarged, unvacated, unbonded or unstayed for a period of [\*\*] (or in any event later than [\*\*] prior to the date of any proposed sale thereunder); or

(i) Dissolution. Any order, judgment or decree shall be entered against any Loan Party or any of its Subsidiaries decreeing the dissolution or split up of such Loan Party or any of its Subsidiaries and such order shall remain undischarged or unstayed for a period in excess of [\*\*]; or

(j) Change of Control. A Change of Control shall occur; or

(k) Guaranties, Collateral Documents and other Loan Documents. At any time after the execution and delivery thereof, (i) the Guaranty for any reason, other than the satisfaction in full in cash of all Obligations, shall cease to be in full force and effect (other than in accordance with its terms) or shall be declared to be null and void or any Guarantor shall repudiate its obligations thereunder, (ii) this Agreement or any Collateral Document ceases to be in full force and effect (other than by reason of a release of Collateral in accordance with the terms hereof or thereof or the satisfaction in full in cash of the Obligations in accordance with the terms hereof) or shall be declared null and void, or Administrative Agent shall not have or shall cease to have a valid and perfected Lien in any Collateral purported to be covered by the Collateral Documents with the priority required by the relevant Collateral Document, in each case for any reason other than the failure of Administrative Agent or any Secured Party to take any action within

its control, or (iii) any Loan Party shall contest the validity or enforceability of any Loan Document in writing or deny in writing that it has any further liability, including with respect to future advances by Lenders, under any Loan Document to which it is a party; or

(l) Proceedings. The indictment of any Loan Party or any of its Subsidiaries under any criminal statute, or commencement of criminal or civil proceedings against any Loan Party or any of its Subsidiaries pursuant to which statute or proceedings the penalties or remedies sought or available include forfeiture to any Governmental Authority of any material portion of the property of such Person and such event has resulted or would reasonably be expected to result in a Material Adverse Effect; or

(m) ERISA. The occurrence of any ERISA Event which, individually or in the aggregate, has resulted or would reasonably be expected to result in a Material Adverse Effect; or

(n) [Reserved];

(o) Regulatory Event. A Regulatory Action or a Material Regulatory Liability with respect to any Product has occurred, and such event has resulted or would reasonably be expected to result in a Material Adverse Effect; or

(p) Cessation of Business. (i) Any Loan Party or any of its Subsidiaries is enjoined, restrained or in any way prevented by the order of any court or any Governmental Authority from conducting all or any material part of its business for more than [\*\*]; (ii) any other cessation of a substantial part of the business of Company or any of its Subsidiaries for a period which materially and adversely affects Company or any of its Subsidiaries; or (iii) any material damage to, or loss, theft or destruction of, any Collateral whether or not insured or any strike, lockout, labor dispute, embargo, condemnation, act of God or public enemy, or other casualty which causes, for more than [\*\*], the cessation or substantial curtailment of revenue producing activities, if any such event or circumstance referred to in this subclause (iii) could reasonably be expected to have a Material Adverse Effect.

Section 8.2 Remedies. Upon the occurrence and during the continuance of any Event of Default, Administrative Agent may, and shall at the request of the Required Lenders:

(a) declare that all or any portion of the Delayed Draw Term Loan Commitments shall immediately terminate and the unpaid principal amount of all outstanding Term Loans, all interest accrued and unpaid thereon, and all other amounts owing or payable hereunder or under any other Loan Document to be immediately due and payable; without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by each Loan Party; and/or

(b) exercise on behalf of themselves and the Lenders all rights and remedies available to them and the Lenders under the Loan Documents or applicable law or in equity or under any other instrument, document or agreement now existing or hereafter arising;

provided, that upon the occurrence of any event specified in Section 8.1(f) or (g) above, the unpaid principal amount of all outstanding Term Loans and all interest and other amounts as aforesaid shall automatically become due and payable without further act of Administrative Agent or any Lender.

Section 8.3 Rights Not Exclusive. The rights provided for in this Agreement and the other Loan Documents are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided by law or in equity, or under any other instrument, document or agreement now existing or hereafter arising.

## ARTICLE IX

### ADMINISTRATIVE AGENT

#### Section 9.1 Appointment of Administrative Agent.

(a) Sixth Street is hereby appointed Administrative Agent hereunder and under the other Loan Documents and each Lender hereby authorizes Sixth Street, in such capacity, to act as its agent in accordance with the terms hereof and the other Loan Documents to perform, exercise and enforce any and all other rights and remedies of the Lenders with respect to the Loan Parties, the Obligations or otherwise related to any of same to the extent reasonably incidental to the exercise by Administrative Agent of the rights and remedies specifically authorized to be exercised by Administrative Agent by the terms of this Agreement or any other Loan Parties.

(b) Administrative Agent hereby agrees to act upon the express conditions contained herein and the other Loan Documents, as applicable. The provisions of this Article IX (other than Section 9.8(a)(ii)) are solely for the benefit of Administrative Agent and Lenders and no Loan Party shall have any rights as a third party beneficiary of any of the provisions thereof. In performing its functions and duties hereunder, Administrative Agent shall act solely as an agent of Lenders and does not assume and shall not be deemed to have assumed any obligation towards or relationship of agency or trust with or for Borrower or any of its Subsidiaries.

Section 9.2 Powers and Duties. Each Lender irrevocably authorizes Administrative Agent to take such action on such Lender's behalf and to exercise such powers, rights and remedies hereunder and under the other Loan Documents as are specifically delegated or granted to Administrative Agent by the terms hereof and thereof, together with such powers, rights and remedies as are reasonably incidental thereto. Administrative Agent shall have only those duties and responsibilities that are expressly specified herein and the other Loan Documents. Administrative Agent may exercise such powers, rights and remedies and perform such duties by or through its agents or employees Administrative Agent shall not have, by reason hereof or any of the other Loan Documents, a fiduciary relationship in respect of any Lender; and nothing herein or any of the other Loan Documents, expressed or implied, is intended to or shall be so construed as to impose upon Administrative Agent any obligations in respect hereof or any of the other Loan Documents except as expressly set forth herein or therein.

#### Section 9.3 General Immunity.

(a) No Responsibility for Certain Matters. Administrative Agent shall not be responsible to any Lender for the execution, effectiveness, genuineness, validity, enforceability, collectability or sufficiency hereof or any other Loan Document or for any representations, warranties, recitals or statements made herein or therein or made in any written or oral statements or in any financial or other statements, instruments, reports or certificates or any other documents furnished or made by Administrative Agent to Lenders or by or on behalf of any Loan Party to Administrative Agent or any Lender in connection with the Loan Documents and the transactions contemplated thereby or for the financial condition or business affairs of any Loan Party or any other Person liable for the payment of any Obligations, nor shall Administrative Agent be required to ascertain or inquire as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained in any of the Loan Documents or as to the use of the proceeds of the Loans or as to the existence or possible existence of any Event of Default or Default or to make any disclosures with respect to the foregoing. Anything contained herein to the contrary notwithstanding, Administrative Agent shall not have any liability arising from confirmations of the amount of outstanding Term Loans or the component amounts thereof.

(b) Exculpatory Provisions. Neither Administrative Agent nor any of its officers, partners, directors, employees or agents shall be liable to Lenders for any action taken or omitted by Administrative Agent under or in connection with any of the Loan Documents except to the extent caused by Administrative Agent's gross negligence or willful misconduct, as determined by a court of competent jurisdiction in a final, non-appealable order. Administrative Agent shall be entitled to refrain from any act or the taking of any action (including the failure to take an action) in connection herewith or any of the other Loan Documents or from the exercise of any power, discretion or authority vested in it hereunder or thereunder unless and until Administrative Agent shall have received instructions in respect thereof from Required Lenders (or such other Lenders as may be required to give such instructions under Section 10.5) and, upon receipt of such instructions from Required Lenders (or such other Lenders, as the case may be), Administrative Agent shall be entitled to act or (where so instructed) refrain from acting, or to exercise such power, discretion or authority, in accordance with such instructions. Without prejudice to the generality of the foregoing, (i) Administrative Agent shall be entitled to rely, and shall be fully protected in relying, upon any communication, instrument or document believed by it to be genuine and correct and to have been signed or sent by the proper Person or Persons, and shall be entitled to rely and shall be protected in relying on opinions and judgments of attorneys (who may be attorneys for Borrower and its Subsidiaries), accountants, experts and other professional advisors selected by it; and (ii) no Lender shall have any right of action whatsoever against Administrative Agent as a result of Administrative Agent acting or (where so instructed) refraining from acting hereunder or any of the other Loan Documents in accordance with the instructions of Required Lenders (or such other Lenders as may be required to give such instructions under Section 10.5).

(c) Notice of Default. Administrative Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, except with respect to Events of Default in the payment of principal, interest and fees required to be paid to Administrative Agent for the account of the Lenders, unless Administrative Agent shall have received written notice from a Lender or the Loan Party referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default." Administrative Agent will notify the Lenders of its receipt of any such notice. Administrative Agent shall take such action with respect to any such Default or Event of Default as may be directed by the Required Lenders in accordance with Article VIII; provided, however, that unless and until Administrative Agent has received any such direction, Administrative Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable or in the best interest of the Lenders.

Section 9.4 Administrative Agent Entitled to Act as Lender. The agency hereby created shall in no way impair or affect any of the rights and powers of, or impose any duties or obligations upon, Administrative Agent in its individual capacity as a Lender hereunder. With respect to its participation in the Term Loans, Administrative Agent shall have the same rights and powers hereunder as any other Lender and may exercise the same as if it were not performing the duties and functions delegated to it hereunder, and the term "Lender" shall, unless the context clearly otherwise indicates, include Administrative Agent in its individual capacity. Administrative Agent and its Affiliates may accept deposits from, lend money to, own securities of, and generally engage in any kind of banking, trust, financial advisory or other business with Borrower or any of its Affiliates as if it were not performing the duties specified herein, and may accept fees and other consideration from Company for services in connection herewith and otherwise without having to account for the same to Lenders.

Section 9.5 Lenders' Representations, Warranties and Acknowledgment.

(a) Each Lender represents and warrants that it has made its own independent investigation of the financial condition and affairs of Borrower and its Subsidiaries in connection with Credit Extensions hereunder and that it has made and shall continue to make its own appraisal of the

creditworthiness of Borrower and its Subsidiaries. Administrative Agent shall not have any duty or responsibility, either initially or on a continuing basis, to make any such investigation or any such appraisal on behalf of Lenders or to provide any Lender with any credit or other information with respect thereto, whether coming into its possession before the making of the Term Loans or at any time or times thereafter, and Administrative Agent shall not have any responsibility with respect to the accuracy of or the completeness of any information provided to Lenders.

(b) Each Lender, by delivering its signature page to this Agreement and funding its Term Loan on the Closing Date, shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each other document required to be approved by Administrative Agent, Required Lenders or Lenders, as applicable on the Closing Date.

Section 9.6 Right to Indemnity. EACH LENDER, IN PROPORTION TO ITS PRO RATA SHARE, SEVERALLY AGREES TO INDEMNIFY ADMINISTRATIVE AGENT, ITS AFFILIATES AND ITS RESPECTIVE OFFICERS, PARTNERS, DIRECTORS, TRUSTEES, EMPLOYEES AND AGENTS OF ADMINISTRATIVE AGENT (EACH, AN "INDEMNITEE AGENT PARTY"), TO THE EXTENT THAT SUCH INDEMNITEE AGENT PARTY SHALL NOT HAVE BEEN REIMBURSED BY ANY LOAN PARTY, FOR AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, ACTIONS, JUDGMENTS, SUITS, COSTS, EXPENSES (INCLUDING COUNSEL FEES AND DISBURSEMENTS) OR DISBURSEMENTS OF ANY KIND OR NATURE WHATSOEVER WHICH MAY BE IMPOSED ON, INCURRED BY OR ASSERTED AGAINST SUCH INDEMNITEE AGENT PARTY IN EXERCISING ITS POWERS, RIGHTS AND REMEDIES OR PERFORMING ITS DUTIES HEREUNDER OR UNDER THE OTHER LOAN DOCUMENTS OR OTHERWISE IN ITS CAPACITY AS SUCH INDEMNITEE AGENT PARTY IN ANY WAY RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS, IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE OF SUCH INDEMNITEE AGENT PARTY; PROVIDED, NO LENDER SHALL BE LIABLE FOR ANY PORTION OF SUCH LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, ACTIONS, JUDGMENTS, SUITS, COSTS, EXPENSES OR DISBURSEMENTS RESULTING FROM SUCH INDEMNITEE AGENT PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AS DETERMINED BY A COURT OF COMPETENT JURISDICTION IN A FINAL, NON-APPEALABLE ORDER. IF ANY INDEMNITY FURNISHED TO ANY INDEMNITEE AGENT PARTY FOR ANY PURPOSE SHALL, IN THE OPINION OF SUCH INDEMNITEE AGENT PARTY, BE INSUFFICIENT OR BECOME IMPAIRED, SUCH INDEMNITEE AGENT PARTY MAY CALL FOR ADDITIONAL INDEMNITY AND CEASE, OR NOT COMMENCE, TO DO THE ACTS INDEMNIFIED AGAINST UNTIL SUCH ADDITIONAL INDEMNITY IS FURNISHED; PROVIDED, IN NO EVENT SHALL THIS SENTENCE REQUIRE ANY LENDER TO INDEMNIFY ANY INDEMNITEE AGENT PARTY AGAINST ANY LIABILITY, OBLIGATION, LOSS, DAMAGE, PENALTY, ACTION, JUDGMENT, SUIT, COST, EXPENSE OR DISBURSEMENT IN EXCESS OF SUCH LENDER'S PRO RATA SHARE THEREOF; AND PROVIDED FURTHER, THIS SENTENCE SHALL NOT BE DEEMED TO REQUIRE ANY LENDER TO INDEMNIFY ANY INDEMNITEE AGENT PARTY AGAINST ANY LIABILITY, OBLIGATION, LOSS, DAMAGE, PENALTY, ACTION, JUDGMENT, SUIT, COST, EXPENSE OR DISBURSEMENT DESCRIBED IN THE PROVISO IN THE IMMEDIATELY PRECEDING SENTENCE.

Section 9.7 Successor Administrative Agent.

(a) Administrative Agent may resign at any time by giving thirty days' (or such shorter period as shall be agreed by the Required Lenders) prior written notice thereof to Lenders and Company. Upon any such notice of resignation, Required Lenders shall have the right, upon five Business Days' notice

to Company, to appoint a successor Administrative Agent. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders appoint a successor Administrative Agent from among the Lenders. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent that successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall promptly (i) transfer to such successor Administrative Agent all sums, securities or Capital Stock and other items of Collateral held under the Collateral Documents, together with all records and other documents necessary or appropriate in connection with the performance of the duties of the successor Administrative Agent under the Loan Documents, and (ii) execute and deliver to such successor Administrative Agent such amendments to financing statements, and take such other actions, as may be necessary or appropriate in connection with the assignment to such successor Administrative Agent of the security interests created under the Collateral Documents, whereupon such retiring Administrative Agent shall be discharged from its duties and obligations hereunder. After any retiring Administrative Agent's resignation hereunder as Administrative Agent, the provisions of this Article IX shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Administrative Agent hereunder.

(b) Notwithstanding anything herein to the contrary, Administrative Agent may assign its rights and duties as Administrative Agent, as applicable, hereunder to an Affiliate of Sixth Street without the prior written consent of, or prior written notice to, Company or the Lenders; provided that Company and the Lenders may deem and treat such assigning Administrative Agent as Administrative Agent for all purposes hereof, unless and until such assigning Administrative Agent provides written notice to Company and the Lenders of such assignment. Upon such assignment such Affiliate shall succeed to and become vested with all rights, powers, privileges and duties as Administrative Agent hereunder and under the other Loan Documents.

(c) Administrative Agent may perform any and all of its duties and exercise its rights and powers under this Agreement or under any other Loan Document by or through any one or more sub-agents appointed by Administrative Agent. Administrative Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Affiliates. The exculpatory, indemnification and other provisions of Section 9.3, Section 9.6 and of this Section 9.7 shall apply to any of the Affiliates of Administrative Agent and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent. All of the rights, benefits and privileges (including the exculpatory and indemnification provisions) of Section 9.3, Section 9.6 and of this Section 9.7 shall apply to any such sub-agent and to the Affiliates of any such sub-agent, and shall apply to their respective activities as sub-agent as if such sub-agent and Affiliates were named herein. Notwithstanding anything herein to the contrary, with respect to each sub-agent appointed by Administrative Agent, (i) such sub-agent shall be a third party beneficiary under this Agreement with respect to all such rights, benefits and privileges (including exculpatory and rights to indemnification) and shall have all of the rights, benefits and privileges of a third party beneficiary, including an independent right of action to enforce such rights, benefits and privileges (including exculpatory rights and rights to indemnification) directly, without the consent or joinder of any other Person, against any or all of the Loan Parties and the Lenders, (ii) such rights, benefits and privileges (including exculpatory rights and rights to indemnification) shall not be modified or amended without the consent of such sub-agent, and (iii) such sub-agent shall only have obligations to Administrative Agent and not to any Loan Party, Lender or any other Person and no Loan Party, Lender or any other Person shall have the rights, directly or indirectly, as a third party beneficiary or otherwise, against such sub-agent.

Section 9.8 Collateral Documents and Guaranty.

(a) Administrative Agent under Collateral Documents and Guaranty. Each Lender hereby further authorizes Administrative Agent on behalf of and for the benefit of Lenders, to be the agent for and representative of Lenders with respect to the Guaranty, the Collateral and the Collateral Documents. Subject to Section 10.5 and without limiting subsection (b) below, without further written consent or authorization from Lenders, Administrative Agent (i) may execute any documents or instruments necessary to (A) release any Lien encumbering any item of Collateral that is the subject of a sale or other disposition of assets permitted hereby or to which Required Lenders (or such other Lenders as may be required to give such consent under Section 10.5) have otherwise consented, or (B) release any Guarantor from the Guaranty pursuant to Section 7.12 or with respect to which Required Lenders (or such other Lenders as may be required to give such consent under Section 10.5) have otherwise consented and (ii) shall (A) enter into an intercreditor agreement, on terms and in form and substance reasonably satisfactory to Administrative Agent with respect to any Permitted Royalty Transaction, and (B) if requested by Borrower, enter into customary non-disturbance agreements or other similar agreements, in form and substance reasonably satisfactory to the Administrative Agent, in connection with the entry by Borrower or any Subsidiary into any Permitted Product Agreement; provided, that prior to or concurrently with making any request pursuant to this Section 9.8(a)(ii)(C), Borrower shall have used commercially reasonable efforts to negotiate the Permitted Product Agreement without a Lien release (and shall provide Administrative Agent reasonable documentation of the same); provided, further that the Administrative Agent, on behalf of and for the benefit of Lenders, will have a first priority security interest in all cash proceeds received or to be received by Borrower or any Subsidiary from such Permitted Product Agreement and Borrower shall use commercially reasonable efforts to grant to Administrative Agent, on behalf of and for the benefit of Lenders, a first priority security in such Permitted Product Agreement.

(b) The Lenders and the Administrative Agent further hereby irrevocably agree that the Administrative Agent shall take all action necessary to release the Liens granted to the Administrative Agent by the Loan Parties on any Collateral (and the Lenders authorize the Administrative Agent to effect and document such release) (i) in full, upon the Termination Date, (ii) that is the subject of a sale or other disposition of assets permitted under this Agreement or to which Required Lenders (or such other Lenders as may be required to give such consent under Section 10.5) have otherwise consented, (iii) to the extent such Collateral is comprised of property leased or licensed to a Loan Party, upon termination or expiration of such lease or license, (iv) if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders (or such other percentage of the Lenders whose consent may be required in accordance with Section 10.05), (v) to the extent the property constituting such Collateral is owned by any Guarantor, upon the release of such Guarantor from its obligations under the Guaranty in accordance with the terms of this Agreement, or (vii) if such assets constitute Excluded Assets. The Administrative Agent shall be entitled to rely on a certificate in which the Borrower certifies that the Liens granted to the Administrative Agent on such assets may be released pursuant hereto or such assets constitute Excluded Assets or such Guarantor is an Excluded Subsidiary without further inquiry. The Lenders hereby authorize and instruct the Administrative Agent to, and the Administrative Agent agrees to, execute and deliver any instruments, acknowledgements, documents and agreements reasonably necessary or reasonably requested by the Borrower to evidence and confirm the release of any Guarantor or Collateral pursuant to the foregoing provisions of this paragraph, all without the further consent or joinder of any Lender and without any representation or warranty of any such Agent.

(c) Right to Realize on Collateral and Enforce Guaranty. Anything contained in any of the Loan Documents to the contrary notwithstanding, Company, Administrative Agent and each Lender hereby agree that (i) no Lender shall have any right individually to realize upon any of the Collateral or to enforce the Guaranty, it being understood and agreed that all powers, rights and remedies hereunder may be exercised solely by Administrative Agent, on behalf of Lenders in accordance with the terms hereof and

all powers, rights and remedies under the Collateral Documents may be exercised solely by Administrative Agent, and (ii) in the event of a foreclosure by Administrative Agent on any of the Collateral pursuant to a public or private sale or any sale of the Collateral in a case under the Bankruptcy Code, Administrative Agent or any Lender may be the purchaser of any or all of such Collateral at any such sale and Administrative Agent, as agent for and representative of Secured Parties (but not any Lender or Lenders in its or their respective individual capacities unless Required Lenders shall otherwise agree in writing) shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any such public sale, to use and apply any of the Obligations as a credit on account of the purchase price for any collateral payable by Administrative Agent at such sale. The Secured Parties hereby irrevocably authorize the Administrative Agent, at the direction of the Required Lenders, to credit bid all or any portion of the Obligations (including by accepting some or all of the Collateral in satisfaction of some or all of the Obligations pursuant to a deed in lieu of foreclosure or otherwise) and in such manner purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral (a) at any sale thereof conducted under the provisions of the Bankruptcy Code, including under Sections 363, 1123 or 1129 of the Bankruptcy Code, or any similar laws in any other jurisdictions to which a Loan Party is subject, or (b) at any other sale, foreclosure or acceptance of collateral in lieu of debt conducted by (or with the consent or at the direction of) the Administrative Agent (whether by judicial action or otherwise) in accordance with any applicable law. In connection with any such credit bid and purchase, the Obligations owed to the Secured Parties shall be entitled to be, and shall be, credit bid by the Administrative Agent at the direction of the Required Lenders on a ratable basis (with Obligations with respect to contingent or unliquidated claims receiving contingent interests in the acquired assets on a ratable basis that shall vest upon the liquidation of such claims in an amount proportional to the liquidated portion of the contingent claim amount used in allocating the contingent interests) for the asset or assets so purchased (or for the equity interests or debt instruments of the acquisition vehicle or vehicles that are issued in connection with such purchase). In connection with any such bid (i) the Administrative Agent shall be authorized to form one or more acquisition vehicles and to assign any successful credit bid to such acquisition vehicle or vehicles, (ii) each of the Secured Parties' ratable interests in the Obligations which were credit bid shall be deemed without any further action under this Agreement to be assigned to such vehicle or vehicles for the purpose of closing such sale, (iii) the Administrative Agent shall be authorized to adopt documents providing for the governance of the acquisition vehicle or vehicles (provided that any actions by the Administrative Agent with respect to such acquisition vehicle or vehicles, including any disposition of the assets or equity interests thereof, shall be governed, directly or indirectly, by, and the governing documents shall provide for, control by the vote of the Required Lenders or their permitted assignees under the terms of this Agreement or the governing documents of the applicable acquisition vehicle or vehicles, as the case may be, irrespective of the termination of this Agreement and without giving effect to the limitations on actions by the Required Lenders contained in this Agreement), (iv) the Administrative Agent on behalf of such acquisition vehicle or vehicles shall be authorized to issue to each of the Secured Parties, ratably on account of the relevant Obligations which were credit bid, interests, whether as equity, partnership interests, limited partnership interests or membership interests, in any such acquisition vehicle and/or debt instruments issued by such acquisition vehicle, all without the need for any Secured Party or acquisition vehicle to take any further action, and (v) to the extent that Obligations that are assigned to an acquisition vehicle are not used to acquire Collateral for any reason (as a result of another bid being higher or better, because the amount of Obligations assigned to the acquisition vehicle exceeds the amount of Obligations credit bid by the acquisition vehicle or otherwise), such Obligations shall automatically be reassigned to the Secured Parties pro rata with their original interest in such Obligations and the equity interests and/or debt instruments issued by any acquisition vehicle on account of such Obligations shall automatically be cancelled, without the need for any Secured Party or any acquisition vehicle to take any further action. Notwithstanding that the ratable portion of the Obligations of each Secured Party are deemed assigned to the acquisition vehicle or vehicles as set forth in clause (ii) above, each Secured Party shall execute such documents and provide such information regarding the Secured Party (and/or any designee of the Secured Party which will receive interests in or debt instruments issued by such

acquisition vehicle) as the Administrative Agent may reasonably request in connection with the formation of any acquisition vehicle, the formulation or submission of any credit bid or the consummation of the transactions contemplated by such credit bid.

Section 9.9 Agency for Perfection. Administrative Agent and each Lender hereby appoints each other Lender as agent and bailee for the purpose of perfection the security interests in and liens upon the Collateral in assets which, in accordance with Article 9 of the UCC, can be perfected only by possession or control (or where the security interest of a secured party with possession or control has priority over the security interest of another secured party) and Administrative Agent and each Lender hereby acknowledges that it holds possession of or otherwise controls any such Collateral for the benefit of the Lenders as secured party. Should any Lender obtain possession or control of any such Collateral, such Lender shall notify Administrative Agent thereof, and, promptly upon Administrative Agent's request therefore shall deliver such Collateral to Administrative Agent or in accordance with Administrative Agent's instructions. In addition, Administrative Agent shall also have the power and authority hereunder to appoint such other sub-agents as may be necessary or required under applicable state law or otherwise to perform its duties and enforce its rights with respect to the Collateral and under the Loan Documents. Each Loan Party by its execution and delivery of this Agreement hereby consents to the foregoing.

Section 9.10 Reports and Other Information; Confidentiality; Disclaimers. By becoming a party to this Agreement, each Lender:

(a) is deemed to have requested that Administrative Agent furnish such Lender or Administrative Agent, promptly after it becomes available, a copy of each field audit or examination report with respect to Borrower or its Subsidiaries (each a "Report" and collectively, "Reports") prepared by or at the request of Administrative Agent, and Administrative Agent shall so furnish each Lender with such Reports,

(b) expressly agrees and acknowledges that Administrative Agent does not (i) make any representation or warranty as to the accuracy of any Report, and (ii) shall not be liable for any information contained in any Report,

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that Administrative Agent or other party performing any audit or examination will inspect only specific information regarding Borrower and its Subsidiaries and will rely significantly upon Borrower's and its Subsidiaries' books and records, as well as on representations of such Person's personnel,

(d) agrees to keep all Reports and other material, non-public information regarding Borrower and its Subsidiaries and their operations, assets, and existing and contemplated business plans in a confidential manner in accordance with Section 10.20, and

(e) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold Administrative Agent and any other Lender preparing a Report harmless from any action the indemnifying Lender may take or fail to take or any conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to Company, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of Company, and (ii) to pay and protect, and indemnify, defend and hold Administrative Agent, and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses, and other amounts (including, attorneys' fees and costs) incurred by Administrative Agent and any such other Lender or agent preparing

a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender or Administrative Agent.

In addition to the foregoing: (x) any Lender may from time to time request of Administrative Agent in writing that Administrative Agent provide to such Lender a copy of any report or document provided by Borrower or its Subsidiaries to Administrative Agent that has not been contemporaneously provided by Borrower or such Subsidiary to such Lender, and, upon receipt of such request, Administrative Agent promptly shall provide a copy of same to such Lender, (y) to the extent that Administrative Agent is entitled, under any provision of the Loan Documents, to request additional reports or information from Borrower or its Subsidiaries, any Lender may, from time to time, reasonably request Administrative Agent to exercise such right as specified in such Lender's notice to Administrative Agent, whereupon Administrative Agent promptly shall request of Company the additional reports or information reasonably specified by such Lender, and, upon receipt thereof from Company or such Subsidiary, Administrative Agent promptly shall provide a copy of same to such Lender, and (z) any time that Administrative Agent renders to Company a statement regarding the Loan Account, Administrative Agent shall send a copy of such statement to each Lender.

Section 9.11 Protective Advances. Subject to the limitations set forth below, upon the occurrence and during the continuance of an Event of Default, Administrative Agent is authorized by Company and the Lenders, from time to time in Administrative Agent's reasonable discretion (but Administrative Agent shall have absolutely no obligation to), to make disbursements or advances to Company, which Administrative Agent, in its reasonable discretion, deems necessary or desirable (i) to preserve or protect the Collateral, or any portion thereof, (ii) to enhance the likelihood of, or maximize the amount of, repayment of the Loans and other Obligations, or (iii) to pay any other amount chargeable to or required to be paid by Company pursuant to the terms of this Agreement and the other Loan Documents, including, without limitation, payments of principal, interest, fees and reimbursable expenses (in each case a "Protective Advances"). Protective Advances may be made even if the conditions precedent set forth in Article III have not been satisfied. The interest rate on all Protective Advances shall be 15% per annum. Each Protective Advance shall be secured by the Liens in favor of Administrative Agent in and to the Collateral and shall constitute Obligations hereunder. The Protective Advances shall constitute Obligations hereunder which may be charged to the Loan Account in accordance with Section 2.12(i). Company shall pay the unpaid principal amount and all unpaid and accrued interest of each Protective Advance on the earlier of the Term Loan Maturity Date and the date on which demand for payment is made by Administrative Agent. Administrative Agent shall notify each Lender and Company in writing of each such Protective Advance, which notice shall include a description of the purpose of such Protective Advance. Without limitation to its obligations pursuant to Section 9.6, each Lender agrees that it shall make available to Administrative Agent, upon such Administrative Agent's demand, in Dollars in immediately available funds, the amount equal to such Lender's Pro Rata Share of each such Protective Advance. If such funds are not made available to Administrative Agent by such Lender, Administrative Agent shall be entitled to recover such funds on demand from such Lender, together with interest thereon for each day from the date such payment was due until the date such amount is paid to Administrative Agent, at the Federal Funds Rate for three (3) Business Days and thereafter at the Prime Rate.

Section 9.12 Erroneous Distribution. If all or any part of any payment or other distribution by or on behalf of the Administrative Agent to the Company or any of its Subsidiaries, any Lender, or other Person, on behalf of a Lender, is determined by the Administrative Agent in its sole discretion to have been made in error as determined by the Administrative Agent (any such distribution, an "Erroneous Distribution"), then the Company or the relevant Subsidiary, the relevant Lender or other Person, on behalf of a Lender, shall forthwith on written demand (accompanied by a reasonably detailed calculation of such Erroneous Distribution) repay to the Administrative Agent the amount of such Erroneous Distribution received by such Person. Any determination by the Administrative Agent, in its sole discretion, that all or

a portion of any distribution to the Company or any of its Subsidiaries, a Lender or other Person, on behalf of a Lender, was an Erroneous Distribution shall be conclusive absent manifest error. Each of the Company and any of its Subsidiaries, Lender and other potential recipient, on behalf of a Lender, of an Erroneous Distribution hereunder waives any claim of discharge for value and any other claim of entitlement to, or in respect of, any Erroneous Distribution.

## ARTICLE X

### MISCELLANEOUS

#### Section 10.1 Notices.

(a) Notices Generally. Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given to a Loan Party, Administrative Agent, shall be sent to such Person's address as set forth on Appendix B or in the other relevant Loan Document, and in the case of any Lender, the address as indicated on Appendix B or otherwise indicated to Administrative Agent in writing. Each notice hereunder shall be in writing and may be personally served, telexed or sent by facsimile or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service and signed for against receipt thereof, upon receipt of facsimile, or three (3) Business Days after depositing it in the United States mail with postage prepaid and properly addressed; provided, no notice to Administrative Agent shall be effective until received by Administrative Agent.

#### (b) Electronic Communications.

(i) Administrative Agent and Company may, in its discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures approved by it; provided that approval of such procedures may be limited to particular notices or communications. Notices and other communications to the Lenders hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Administrative Agent, provided that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified Administrative Agent that it is incapable of receiving notices under such Article by electronic communication.

(ii) Unless Administrative Agent otherwise prescribes, (A) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), and (B) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient, at its e-mail address as described in the foregoing clause (A), of notification that such notice or communication is available and identifying the website address therefor; provided that, for both clauses (A) and (B) above, if such notice, email or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient.

Section 10.2 Expenses. Whether or not the transactions contemplated hereby shall be consummated, Company agrees to pay promptly (a) all of Administrative Agent's actual and reasonable out-of-pocket costs and expenses of preparation, negotiation, execution and administration of the Loan Documents and any consents, amendments, waivers or other modifications thereto; (b) all the reasonable fees, expenses and disbursements of counsel to Administrative Agent in connection with the negotiation, preparation, execution and administration of the Loan Documents and any consents, amendments, waivers or other modifications thereto and any other documents or matters requested by Company; (c) all the actual

documented costs and reasonable expenses of creating and perfecting Liens in favor of Administrative Agent, for the benefit of Secured Parties, including filing and recording fees, expenses and taxes, stamp or documentary taxes, search fees, title insurance premiums and reasonable fees, expenses and disbursements of counsel to Administrative Agent and of counsel providing any opinions that Administrative Agent or Required Lenders may request in respect of the Collateral or the Liens created pursuant to the Collateral Documents; (d) all of Administrative Agent 's actual documented costs and reasonable fees, expenses for, and disbursements of any of Administrative Agent's auditors, accountants, consultants or appraisers whether internal or external, and all reasonable and documented out-of-pocket attorneys' fees (including expenses and disbursements of outside counsel but excluding allocated costs of internal counsel) incurred by Administrative Agent; (e) all the actual documented costs and reasonable and documented expenses (including the reasonable and documented out-of-pocket fees, expenses and disbursements of any appraisers, consultants, advisors and agents employed or retained by Administrative Agent and its counsel) in connection with the custody or preservation of any of the Collateral; (f) [reserved]; (g) all other actual and reasonable costs and expenses incurred by Administrative Agent in connection with the syndication of the Loans and Commitments and the negotiation, preparation and execution of the Loan Documents and any consents, amendments, waivers or other modifications thereto and the transactions contemplated thereby; and (h) after the occurrence of a Default or an Event of Default, all costs and expenses, including reasonable attorneys' fees (including allocated costs of internal counsel) and costs of settlement, incurred by Administrative Agent and Lenders in enforcing any Obligations of or in collecting any payments due from any Loan Party hereunder or under the other Loan Documents by reason of such Default or Event of Default (including in connection with the sale of, collection from, or other realization upon any of the Collateral or the enforcement of the Guaranty) or in connection with any refinancing or restructuring of the credit arrangements provided hereunder in the nature of a "work out" or pursuant to any insolvency or bankruptcy cases or proceedings.

#### Section 10.3 Indemnity.

(a) IN ADDITION TO THE PAYMENT OF EXPENSES PURSUANT TO SECTION 10.2, WHETHER OR NOT THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE CONSUMMATED, EACH LOAN PARTY AGREES TO DEFEND (SUBJECT TO INDEMNITEES' SELECTION OF COUNSEL), INDEMNIFY, PAY AND HOLD HARMLESS, ADMINISTRATIVE AGENT AND LENDER, THEIR AFFILIATES AND THEIR RESPECTIVE OFFICERS, PARTNERS, DIRECTORS, TRUSTEES, EMPLOYEES AND AGENTS OF ADMINISTRATIVE AGENT AND EACH LENDER (EACH, AN "INDEMNITEE"), FROM AND AGAINST ANY AND ALL INDEMNIFIED LIABILITIES, IN ALL CASES, WHETHER OR NOT CAUSED BY OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE OF SUCH INDEMNITEE; PROVIDED, NO LOAN PARTY SHALL HAVE ANY OBLIGATION TO ANY INDEMNITEE HEREUNDER WITH RESPECT TO ANY INDEMNIFIED LIABILITIES TO THE EXTENT SUCH INDEMNIFIED LIABILITIES ARISE FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AS DETERMINED BY A COURT OF COMPETENT JURISDICTION IN A FINAL, NON-APPEALABLE ORDER, OF THAT INDEMNITEE. TO THE EXTENT THAT THE UNDERTAKINGS TO DEFEND, INDEMNIFY, PAY AND HOLD HARMLESS SET FORTH IN THIS SECTION 10.3 MAY BE UNENFORCEABLE IN WHOLE OR IN PART BECAUSE THEY ARE VIOLATIVE OF ANY LAW OR PUBLIC POLICY, THE APPLICABLE LOAN PARTY SHALL CONTRIBUTE THE MAXIMUM PORTION THAT IT IS PERMITTED TO PAY AND SATISFY UNDER APPLICABLE LAW TO THE PAYMENT AND SATISFACTION OF ALL INDEMNIFIED LIABILITIES INCURRED BY INDEMNITEES OR ANY OF THEM.

(b) To the extent permitted by applicable law, no Loan Party shall assert, and each Loan Party hereby waives, any claim against Lenders, Administrative Agent and their respective Affiliates, directors, employees, attorneys or agents, on any theory of liability, for special, indirect, consequential or

punitive damages (as opposed to direct or actual damages) (whether or not the claim therefor is based on contract, tort or duty imposed by any applicable legal requirement) arising out of, in connection with, as a result of, or in any way related to, this Agreement or any Loan Document or any agreement or instrument contemplated hereby or thereby or referred to herein or therein, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and Company hereby waives, releases and agrees not to sue upon any such claim or any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

Section 10.4 Set-Off. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, upon the occurrence of any Event of Default each Lender, and their respective Affiliates is hereby authorized by each Loan Party at any time or from time to time subject to the consent of Administrative Agent (such consent not to be unreasonably withheld or delayed), without notice to any Loan Party or to any other Person (other than Administrative Agent), any such notice being hereby expressly waived, to set off and to appropriate and to apply any and all deposits (general or special, including Indebtedness evidenced by certificates of deposit, whether matured or unmatured, but not including trust accounts (in whatever currency)) and any other Indebtedness at any time held or owing by such Lender to or for the credit or the account of any Loan Party (in whatever currency) against and on account of the obligations and liabilities of any Loan Party to such Lender hereunder, the participations under the other Loan Documents, including all claims of any nature or description arising out of or connected hereto, or with any other Loan Document, irrespective of whether or not (a) such Lender shall have made any demand hereunder, (b) the principal of or interest on the Term Loans or any other amounts due hereunder shall have become due and payable pursuant to Article II and although such obligations and liabilities, or any of them, may be contingent or unmatured or (c) such obligation or liability is owed to a branch or office of such Lender different from the branch or office holding such deposit or obligation or such Indebtedness.

Section 10.5 Amendments and Waivers.

(a) Required Lenders' Consent. Subject to Section 10.5(b) and 10.5(b)(i), no amendment, modification, termination or waiver of any provision of the Loan Documents, or consent to any departure by any Loan Party therefrom, shall in any event be effective without the written consent of Administrative Agent and the Required Lenders.

(b) Affected Lenders' Consent. Without the written consent of each Lender (other than a Defaulting Lender) that would be affected thereby, no amendment, modification, termination, or consent shall be effective if the effect thereof would:

- (i) extend the scheduled final maturity of any Loan or Note;
- (ii) waive, reduce or postpone any scheduled repayment (but not prepayment);
- (iii) reduce the rate of interest on any Loan (other than any waiver of any increase in the interest rate applicable to any Loan pursuant to Section 2.6) or any fee payable hereunder;
- (iv) extend the time for payment of any such interest or fees;
- (v) reduce the principal amount of any Loan;
- (vi) amend, modify, terminate or waive any provision of this Section 10.5(b) or Section 10.5(b)(i);

(vii) amend the definition of “Required Lenders” or “Pro Rata Share”;

(viii) release all or substantially all of the Collateral or all or substantially all of the Guarantors from the Guaranty except as expressly provided in the Loan Documents;

(ix) subordinate (x) any of the Obligations or (y) any Lien created by this Agreement or any other Loan Document, except, in the case of this clause (y), Liens securing Permitted Product Transaction, Permitted Royalty Transaction or other transaction expressly permitted hereunder that is contemplated to have priority over the Liens securing the Obligations; or

(x) consent to the assignment or transfer by any Loan Party of any of its rights and obligations under any Loan Document.

(c) Other Consents. No amendment, modification, termination or waiver of any provision of the Loan Documents, or consent to any departure by any Loan Party therefrom, shall amend, modify, terminate or waive any provision of Article IX as the same applies to Administrative Agent, or any other provision hereof as the same applies to the rights or obligations of Administrative Agent, in each case without the consent of Administrative Agent.

(d) Execution of Amendments, Etc. Administrative Agent may, but shall have no obligation to, with the consent of any Lender, execute amendments, modifications, waivers or consents on behalf of such Lender. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on any Loan Party in any case shall entitle any Loan Party to any other or further notice or demand in similar or other circumstances. Any amendment, modification, termination, waiver or consent effected in accordance with this Section 10.5 shall be binding upon each Lender at the time outstanding, each future Lender and, if signed by a Loan Party, on such Loan Party.

#### Section 10.6 Successors and Assigns; Participations.

(a) Generally. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and assigns of Lenders. No Loan Party’s rights or obligations hereunder nor any interest therein may be assigned or delegated by any Loan Party without the prior written consent of all Lenders. Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, Indemnitee Agent Parties under Section 9.6, Indemnitees under Section 10.3, their respective successors and assigns permitted hereby and, to the extent expressly contemplated hereby, Affiliates of each of Administrative Agent and Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Maintenance of the Register. Company, Administrative Agent and Lenders shall, in accordance with the Register provisions of Section 2.3(b), deem and treat the Persons listed as Lenders in the Register as the holders and owners of the corresponding Commitments and Loans listed therein for all purposes hereof, and no assignment or transfer of any such Term Loan Commitment or Loan shall be effective, in each case, unless and until an Assignment Agreement effecting the assignment or transfer thereof shall have been delivered to and accepted by Administrative Agent and recorded in the Register as provided in Section 10.6(e). Prior to such recordation, all amounts owed with respect to the applicable Term Loan Commitment or Loan shall be owed to the Lender listed in the Register as the owner thereof.

(c) Right to Assign. Each Lender shall have the right at any time to sell, assign or transfer all or a portion of its rights and obligations under this Agreement, including, without limitation, all

or a portion of its Term Loan Commitment or Loans owing to it or other Obligations (provided, however, that each such assignment shall be of a uniform, and not varying, percentage of all rights and obligations under and in respect of any Loan and any related Commitments; provided, however, that each such assignment of an Initial Term Loan or Delayed Draw Term Loan Commitment shall be accompanied by a pro rata assignment of such Lender's Delayed Draw Term Loan Commitments or Initial Term Loans, respectively):

(i) to any Person meeting the criteria of clause (a) of the definition of the term of "Eligible Assignee" upon the giving of notice to Company and Administrative Agent; and

(ii) to any Person otherwise constituting an Eligible Assignee with the consent of Company (so long as no Default or Event of Default has occurred and is continuing) (provided, that if Company shall not have responded in writing within **[\*\*]** after receipt of written notice of the proposed assignment, Company shall be deemed to have approved such assignment) and Administrative Agent; provided, each such assignment pursuant to this Section 10.6(c)(ii) shall be in an aggregate amount of not less than **[\$\*\*]** (or such lesser amount as may be agreed to by Company and Administrative Agent).

(d) Mechanics. The assigning Lender and the assignee thereof shall execute and deliver to Administrative Agent an Assignment Agreement, together with such forms or certificates with respect to tax withholding matters as the assignee under such Assignment Agreement may be required to deliver to Administrative Agent pursuant to Section 2.15(d) and all "know your customer" documentation.

(e) Notice of Assignment. Upon its receipt and acceptance of a duly executed and completed Assignment Agreement, any forms or certificates required by this Agreement in connection therewith, Administrative Agent shall record the information contained in such Assignment Agreement in the Register, shall give prompt notice thereof to Company and shall maintain a copy of such Assignment Agreement.

(f) Representations and Warranties of Assignee. Each Lender, upon execution and delivery hereof or upon executing and delivering an Assignment Agreement, as the case may be, represents and warrants as of the Closing Date or as of the applicable Effective Date (as defined in the applicable Assignment Agreement) that (i) it is an Eligible Assignee; (ii) it has experience and expertise in the making of or investing in commitments or loans such as the applicable Term Loan Commitments or Loans, as the case may be; and (iii) it will make or invest in, as the case may be, its Term Loan Commitments or Loans for its own account in the ordinary course of its business and without a view to distribution of such Term Loan Commitments or Loans within the meaning of the Securities Act or the Exchange Act or other federal securities laws.

(g) Effect of Assignment. Subject to the terms and conditions of this Section 10.6, as of the later (i) of the "Effective Date" specified in the applicable Assignment Agreement or (ii) the date such assignment is recorded in the Register: (A) the assignee thereunder shall have the rights and obligations of a "Lender" hereunder to the extent such rights and obligations hereunder have been assigned to it pursuant to such Assignment Agreement and shall thereafter be a party hereto and a "Lender" for all purposes hereof; (B) the assigning Lender thereunder shall, to the extent that rights and obligations hereunder have been assigned thereby pursuant to such Assignment Agreement, relinquish its rights (other than any rights which survive the termination hereof under Section 10.8) and be released from its obligations hereunder (and, in the case of an Assignment Agreement covering all or the remaining portion of an assigning Lender's rights and obligations hereunder, such Lender shall cease to be a party hereto; provided, anything contained in any of the Loan Documents to the contrary notwithstanding, such assigning Lender shall continue to be entitled to the benefit of all indemnities hereunder as specified herein with respect to matters arising out of the prior involvement of such assigning Lender as a Lender hereunder);

(C) the Commitments shall be modified to reflect the Commitment of such assignee and any Commitment of such assigning Lender, if any; and (D) if any such assignment occurs after the issuance of any Note hereunder, the assigning Lender shall, upon the effectiveness of such assignment or as promptly thereafter as practicable, surrender its applicable Notes to Administrative Agent for cancellation, and thereupon Company shall issue and deliver new Notes, if so requested by the assignee and/or assigning Lender, to such assignee and/or to such assigning Lender, with appropriate insertions, to reflect the new Commitments and/or outstanding Loans of the assignee and/or the assigning Lender.

(h) Participations.

(i) Each Lender shall have the right at any time to sell one or more participations to any Person (other than Borrower, any of its Subsidiaries or any of its Affiliates) in all or any part of its Commitments, Loans or in any other Obligation. The holder of any such participation, other than an Affiliate of the Lender granting such participation, shall not be entitled to require such Lender to take or omit to take any action hereunder except with respect to any amendment, modification or waiver that would (i) extend the final scheduled maturity of any Term Loan or Note in which such participant is participating, or reduce the rate or extend the time of payment of interest or fees thereon (except in connection with a waiver of applicability of any post default increase in interest rates) or reduce the principal amount thereof, or increase the amount of the participant's participation over the amount thereof then in effect (it being understood that a waiver of any Default or Event of Default or of a mandatory reduction in the Commitment shall not constitute a change in the terms of such participation, and that an increase in any Term Loan Commitment or Loan shall be permitted without the consent of any participant if the participant's participation is not increased as a result thereof), (ii) consent to the assignment or transfer by any Loan Party of any of its rights and obligations under this Agreement, or (iii) release all or substantially all of the Collateral under the Collateral Documents or all or substantially all of the Guarantors from the Guaranty (in each case, except as expressly provided in the Loan Documents) supporting the Loans hereunder in which such participant is participating. Company agrees that each participant shall be entitled to the benefits of Sections 2.14 and 2.15 (it being understood that the documentation required under Section 2.15(d) shall be delivered to the participating Lender) to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 10.6(c); provided, (A) a participant shall not be entitled to the benefits of Section 2.15 unless, at the time such participant is claiming such benefits, Company is notified of the participation sold to such participant and such participant agrees, for the benefit of Company, to comply with Section 2.15 as though it were a Lender (B) the participant agrees to be subject to the provisions of Section 2.16 as if it were a Lender; and (C) the participant shall not be entitled to receive any greater payment under Section 2.14 or 2.15, with respect to any participation, than its participating Lender would have been entitled to receive, except to the extent such entitlement to receive a greater payment results from a change in law that occurs after the participant acquired the applicable participation. To the extent permitted by law, each participant also shall be entitled to the benefits of Section 10.4 as though it were a Lender, provided such participant agrees to be subject to Section 2.13 as though it were a Lender.

(ii) In the event that any Lender sells participations in its Commitments, Loans or in any other Obligation hereunder, such Lender shall, acting solely for this purpose as a non-fiduciary agent of Company, maintain a register on which it enters the name and address of all participants in the Commitments, Loans or Obligations held by it and the principal amount (and stated interest thereon) of the portion of such Commitments, Loans or Obligations which are the subject of the participation (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any participant or any information relating to a participant's interest in any commitments, loans or its other obligations under any Loan Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations.

The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. A Commitment, Loan or Obligation hereunder may be participated in whole or in part only by registration of such participation on the Participant Register (and each Note shall expressly so provide). The Participant Register shall be available for inspection by Company at any reasonable time and from time to time upon reasonable prior notice. For the avoidance of doubt, Administrative Agent (in its capacity as administrative agent) shall not have any responsibility for maintaining a Participant Register.

(i) Certain Other Assignments. In addition to any other assignment permitted pursuant to this Section 10.6, any Lender or Administrative Agent may assign, pledge and/or grant a security interest in, all or any portion of its Loans, the other Obligations owed by or to such Lender, and its Notes, if any, to secure obligations of such Lender or Administrative Agent or any of its Affiliates to any Person providing any loan, letter of credit or other extension of credit or financial arrangement to or for the account of such Lender or Administrative Agent or any of its Affiliates and any agent, trustee or representative of such Person (without the consent of, or notice to, or any other action by, any other party hereto), including, without limitation, any Federal Reserve Bank as collateral security pursuant to Regulation A of the Board of Governors of the Federal Reserve System and any operating circular issued by such Federal Reserve Bank; provided, no Lender or Administrative Agent, as between Company and such Lender or Administrative Agent, shall be relieved of any of its obligations hereunder as a result of any such assignment and pledge; provided further, in no event shall such Person, agent, trustee or representative of such Person or the applicable Federal Reserve Bank be considered to be a “Lender” or “Agent” or be entitled to require the assigning Lender or Administrative Agent to take or omit to take any action hereunder.

Section 10.7 Independence of Covenants. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists.

Section 10.8 Survival of Representations, Warranties and Agreements. All representations, warranties and agreements made herein shall survive the execution and delivery hereof and the making of any Credit Extension. Notwithstanding anything herein or implied by law to the contrary, the agreements of each Loan Party set forth in Sections 2.14, 2.15, 10.2, 10.3, 10.4, and 10.10 and the agreements of Lenders set forth in Section 2.13, 9.3(b), 9.6 and 10.20 shall survive the payment of the Term Loans and the termination hereof.

Section 10.9 No Waiver; Remedies Cumulative. No failure or delay on the part of Administrative Agent or any Lender in the exercise of any power, right or privilege hereunder or under any other Loan Document shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other power, right or privilege. The rights, powers and remedies given to Administrative Agent and each Lender hereby are cumulative and shall be in addition to and independent of all rights, powers and remedies existing by virtue of any statute or rule of law or in any of the other Loan Documents. Any forbearance or failure to exercise, and any delay in exercising, any right, power or remedy hereunder shall not impair any such right, power or remedy or be construed to be a waiver thereof, nor shall it preclude the further exercise of any such right, power or remedy.

Section 10.10 Marshalling; Payments Set Aside. Neither Administrative Agent nor any Lender shall be under any obligation to marshal any assets in favor of any Loan Party or any other Person or against or in payment of any or all of the Obligations. To the extent that any Loan Party makes a payment or

payments to Administrative Agent or Lenders (or to Administrative Agent, on behalf of Lenders), or Administrative Agent or Lenders enforce any security interests or exercise their rights of setoff, and such payment or payments or the proceeds of such enforcement or setoff or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, any other state or federal law, common law or any equitable cause, then, to the extent of such recovery, the obligation or part thereof originally intended to be satisfied, and all Liens, rights and remedies therefor or related thereto, shall be revived and continued in full force and effect as if such payment or payments had not been made or such enforcement or setoff had not occurred.

Section 10.11 Severability. In case any provision in or obligation hereunder or any Note or other Loan Document shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Section 10.12 Obligations Several; Independent Nature of Lenders' Rights. The obligations of Lenders hereunder are several and no Lender shall be responsible for the obligations or Commitment of any other Lender hereunder. Nothing contained herein or in any other Loan Document, and no action taken by Lenders pursuant hereto or thereto, shall be deemed to constitute Lenders as a partnership, an association, a joint venture or any other kind of entity. The amounts payable at any time hereunder to each Lender shall be a separate and independent debt.

Section 10.13 AHYDO.. The Borrower shall pay on the first Interest Payment Date occurring after the fifth anniversary of the date hereof and on each subsequent Interest Payment Date (or, if earlier, before the close of any "accrual period" (as defined in Section 1272(a)(5) of the Code) ending after five (5) years from the date hereof) a portion of the accrued but Unpaid Interest on the Term Loans in an amount sufficient to ensure that the Term Loans will not be "applicable high yield discount obligations" within the meaning of Section 163(i)(1) of the Code (each payment a "Special Mandatory Repayment") and that the Term Loans shall be treated as not having "significant original issue discount" within the meaning of Section 163(i)(2) of the Code, provided that any interest that is paid using the proceeds of a Delayed Draw Term Loan shall not be considered paid for purposes of this Section 10.13. This Section 10.13 shall be interpreted in a manner consistent with the intent that the Loans will not be an "applicable high yield discount obligation" and will not be treated as not having "significant original issue discount," as such terms are defined above

Section 10.14 Tax Treatment. The parties hereto agree that (a) the Loans are intended to be treated as contingent payment debt instruments within the meaning of Section 1.1275-4 of the Treasury Regulations for U.S. federal income and any other applicable tax purposes; (b) that interest and original interest payable under the Loans is not "contingent interest" within the meaning of Sections 871(h)(4) and 881(c)(4) of the Code and (c) to adhere to this Section 10.14 for U.S. federal income and any other applicable Tax purposes and not to take any action or file any Tax return, report or declaration inconsistent herewith unless otherwise required by applicable law. The Borrower shall not determine the comparable yield or the projected payment schedule (as defined in Section 1.1275-4 of the Treasury Regulations) of the Loans without the consent of the Lenders (not to be unreasonably conditioned, withheld or delayed). The inclusion of this Section 10.14 is not an admission by any Lender that it is subject to United States taxation.

Section 10.15 Original Issue Discount. For purposes of Sections 1272, 1273 and 1275 of the Internal Revenue Code, each Term Loan is being issued with original issue discount; please contact the chief financial officer of the Borrower to obtain information regarding the issue price, the amount of original issue discount and the yield to maturity.

Section 10.16 Headings. Section headings herein are included herein for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

Section 10.17 APPLICABLE LAW. THIS AGREEMENT (INCLUDING SECTION 10.17) AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF NEW YORK.

Section 10.18 CONSENT TO JURISDICTION.

(a) ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY LOAN PARTY ARISING OUT OF OR RELATING HERETO OR ANY OTHER LOAN DOCUMENT, OR ANY OF THE OBLIGATIONS, MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE, COUNTY AND CITY OF NEW YORK. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH LOAN PARTY, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY (I) ACCEPTS GENERALLY AND UNCONDITIONALLY THE NON-EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS; (II) WAIVES ANY DEFENSE OF FORUM NON CONVENIENS; (III) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE APPLICABLE LOAN PARTY AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 10.1 OR TO ANY PROCESS AGENT SELECTED FOR SUCH LOAN PARTY IN ACCORDANCE WITH SECTION 3.1(U) IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER THE APPLICABLE LOAN PARTY IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; AND (iv) AGREES THAT ADMINISTRATIVE AGENT AND LENDERS RETAIN THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST ANY LOAN PARTY IN THE COURTS OF ANY OTHER JURISDICTION.

Section 10.19 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR UNDER ANY OF THE OTHER LOAN DOCUMENTS OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS LOAN TRANSACTION OR THE LENDER/BORROWER RELATIONSHIP THAT IS BEING ESTABLISHED. 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 CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 10.19 AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO OR ANY OF THE OTHER LOAN DOCUMENTS OR TO ANY OTHER DOCUMENTS OR AGREEMENTS

RELATING TO THE LOANS MADE HEREUNDER. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Section 10.20 Confidentiality. Administrative Agent and Lender (each, a “Recipient”) shall hold all non-public, proprietary or confidential information regarding Company and its Subsidiaries and their businesses, in visual, written, electronic or other tangibles form, whether or not marked or designated as “confidential” and obtained by such Lender from (or on behalf of) Company or its Subsidiaries and all materials prepared by Recipient or any of their Affiliates that contain or are substantially based on any of the foregoing (collectively, “Confidential Information”) confidential and will use such information solely for purposes of this Agreement and related transactions contemplated hereunder, it being understood and agreed by Company that (a) Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of Recipient’s act or omission in breach of the terms hereof; (ii) is obtained by Recipient on a non-confidential basis from a third party that was not, to the knowledge of the Administrative Agent or such Lender, as applicable, legally or contractually restricted from disclosing such information by an obligation owed to the Company and its Subsidiaries; (iii) was in Recipient’s possession prior to disclosure by (or on behalf of) the Company and its Subsidiaries; or (iv) was or is independently developed by Recipient and (b) in any event, Administrative Agent or Lender may make (i) disclosures of such information to Affiliates of Administrative Agent or Lender and to their respective employees, officers, directors, partners, limited partners, current and prospective investors, managed funds, managed accounts, managers, members, agents, servicers, consultants, attorneys, accountants and advisors (and to other persons authorized by a Lender or Administrative Agent to organize, present or disseminate such information in connection with disclosures otherwise made in accordance with this Section 10.20), (ii) disclosures of such information reasonably required by any bona fide or potential assignee, transferee or participant in connection with the contemplated assignment, transfer or participation by any such Lender of any Loans or any participations therein; provided that, prior to any disclosure such assignee, transferee or participant is informed of the confidential nature of the information and instructed to keep such Confidential Information confidential, (iii) [reserved], (iv) disclosure to any Lender’s financing sources; provided that, prior to any disclosure such financing source is informed of the confidential nature of the information and instructed to keep such Confidential Information confidential, (v) disclosures of such information to any actual or potential investors, members and partners of Administrative Agent, any Lender or their Affiliates; provided that prior to any disclosure, such investor or partner is informed of the confidential nature of the information and instructed to keep such Confidential Information confidential and (v) disclosure required or requested in connection with any public filings, whether pursuant to any securities laws or regulations or rules promulgated therefor (including the Investment Company Act of 1940 or otherwise) or representative thereof or by the National Association of Insurance Commissioners (and any successor thereto) or pursuant to legal or judicial process; provided, unless specifically prohibited by applicable law or court order, Administrative Agent and Lender shall make reasonable efforts to notify Company of any request by any Governmental Authority or representative thereof (other than any such request in connection with any examination of the financial condition or other routine examination of such Lender by such Governmental Authority) for disclosure of any such non-public information prior to disclosure of such information. Notwithstanding anything to the contrary set forth herein, each party (and each of their respective employees, representatives or other agents) may disclose to any and all persons, without limitations of any kind, the tax treatment and tax structure of the transactions contemplated by this Agreement and all materials of any kind (including opinions and other tax analyses) that are provided to any such party relating to such tax treatment and tax structure. However, any information relating to the tax treatment or tax structure shall remain subject to the confidentiality provisions hereof (and the foregoing sentence shall not apply) to the extent reasonably necessary to enable the parties hereto, their respective Affiliates, and their and their respective Affiliates’ directors and employees to comply with applicable securities laws. For this purpose, “tax structure” means any facts relevant to the federal income tax treatment of the transactions contemplated by this Agreement but does not include information relating to the identity of any of the parties hereto or any of their respective

**Affiliates.** Notwithstanding the foregoing, on or after the Closing Date, Administrative Agent and any Lender may, at its own expense, issue news releases and publish “tombstone” advertisements and other announcements relating to this transaction in newspapers, trade journals and other appropriate media (which may include use of logos of one or more of the Loan Parties) (collectively, “**Trade Announcements**”). No Loan Party shall (i) issue any Trade Announcement or (ii) disclose the name of any Administrative Agent or any Lender, except (A) disclosures required by applicable law, regulation, legal process or the rules of the Securities and Exchange Commission, (B) on a confidential basis to the Company’s controlled Affiliates and Subsidiaries and the Company’s and their controlled Affiliates’ and Subsidiaries’ Board of Directors (or equivalent governing body), employees, representatives and professional advisors, subject, in the case of this clause (B), to such person being subject to customary confidentiality obligations with respect to this Agreement, (C) to the extent such information becomes publicly available other than by reason of improper disclosure in violation of the confidentiality obligations set forth in this Section 10.20, (E) to a Tax authority, to the extent reasonably necessary in connection with the Tax affairs of the Company and/or any of its Affiliates or (C) with the prior approval of the Administrative Agent and such Lender.

**Section 10.21 Usury Savings Clause.** Notwithstanding any other provision herein, the aggregate interest rate charged or agreed to be paid with respect to any of the Obligations, including all charges or fees in connection therewith deemed in the nature of interest under applicable law shall not exceed the Highest Lawful Rate. If the rate of interest (determined without regard to the preceding sentence) under this Agreement at any time exceeds the Highest Lawful Rate, the outstanding amount of the Loans made hereunder shall bear interest at the Highest Lawful Rate until the total amount of interest due hereunder equals the amount of interest which would have been due hereunder if the stated rates of interest set forth in this Agreement had at all times been in effect. In addition, if when the Loans made hereunder are repaid in full the total interest due hereunder (taking into account the increase provided for above) is less than the total amount of interest which would have been due hereunder if the stated rates of interest set forth in this Agreement had at all times been in effect, then to the extent permitted by law, Company shall pay to Administrative Agent an amount equal to the difference between the amount of interest paid and the amount of interest which would have been paid if the Highest Lawful Rate had at all times been in effect. Notwithstanding the foregoing, it is the intention of Lenders and Company to conform strictly to any applicable usury laws. Accordingly, if any Lender contracts for, charges, or receives any consideration which constitutes interest in excess of the Highest Lawful Rate, then any such excess shall be cancelled automatically and, if previously paid, shall at such Lender’s option be applied to the outstanding amount of the Loans made hereunder or be refunded to Company. In determining whether the interest contracted for, charged, or received by Administrative Agent or a Lender exceeds the Highest Lawful Rate, such Person may, to the extent permitted by applicable law, (a) characterize any payment that is not principal as an expense, fee, or premium rather than interest, (b) exclude voluntary prepayments and the effects thereof, and (c) amortize, prorate, allocate, and spread in equal or unequal parts the total amount of interest, throughout the contemplated term of the Obligations hereunder.

**Section 10.22 Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Agreement. The words “execution,” “execute”, “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Agreement and the other Loan Documents and the transactions contemplated hereby and thereby (including without limitation Assignment Agreement, amendments, Notices, waivers and consents) shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by Administrative Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually

executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

Section 10.23 Effectiveness. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto and receipt by Company and Administrative Agent of written notification of such execution and authorization of delivery thereof.

Section 10.24 PATRIOT Act Notice. Each Lender and Administrative Agent (for itself and not on behalf of any Lender) hereby notifies the Loan Parties that pursuant to the requirements of the PATRIOT Act, it may be required to obtain, verify and record information that identifies each Loan Party, which information includes the name and address of the Loan Parties and other information that will allow such Lender or Administrative Agent, as applicable, to identify the Loan Parties in accordance with the PATRIOT Act or other Anti-Terrorism Laws of the Loan Parties and other information that will allow such Lender or Administrative Agent, as applicable, to identify the Loan Parties in connection with the PATRIOT Act.

Section 10.25 Waiver of Immunity. To the extent that any Loan Party has or hereafter may acquire (or may be attributed, whether or not claimed) any immunity (sovereign or otherwise) from any legal action, suit or proceeding, from jurisdiction of any court or from set-off or any legal process (whether service of process or notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) with respect to itself or any of its property, such Loan Party hereby irrevocably waives and agrees not to plead or claim, to the fullest extent permitted by law, such immunity in respect of (a) its obligations under the Loan Documents, (b) any legal proceedings to enforce such obligations and (c) any legal proceedings to enforce any judgment rendered in any proceedings to enforce such obligations. Each Loan Party hereby agrees that the waivers set forth in this Section 10.25 shall be to the fullest extent permitted under the Foreign Sovereign Immunities Act and are intended to be irrevocable for purposes of the Foreign Sovereign Immunities Act.

[Remainder of page intentionally left blank]

CERTAIN INFORMATION IN THIS DOCUMENT, MARKED BY [\*\*], HAS BEEN EXCLUDED PURSUANT TO REGULATION S-K, ITEM 601(b)(10)(iv). SUCH EXCLUDED INFORMATION IS NOT MATERIAL AND IS THE TYPE THAT THE REGISTRANT TREATS AS PRIVATE OR CONFIDENTIAL.

SIXTH STREET LENDING PARTNERS  
2100 McKinney Avenue, Suite 1500  
Dallas, Texas 75201

PERSONAL AND CONFIDENTIAL

November 26, 2024

Arrowhead Pharmaceuticals, Inc.  
117 East Colorado Boulevard, Suite 700  
Pasadena, CA 91105  
Attention: Mr. Vince Anzalone, VP and Head of Investor Relations, Arrowhead Pharmaceuticals  
Dr. Christopher Anzalone, CEO, Arrowhead Pharmaceuticals  
Mr. Ken Myszkowski, CFO, Arrowhead Pharmaceuticals

Amended and Restated Fee Letter

Dear Ladies and Gentlemen:

Reference is hereby made to the Financing Agreement, dated as of the date hereof (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Financing Agreement"; terms not otherwise defined herein shall have the meaning set forth in the Financing Agreement) by and among ARROWHEAD PHARMACEUTICALS, INC., a Delaware corporation ("Borrower"), certain Subsidiaries of Borrower, as Guarantors, the lenders from time to time party thereto (the "Lenders"), SIXTH STREET LENDING PARTNERS ("Sixth Street"), as administrative agent for the Lenders (in such capacity, "Administrative Agent"). On and after the Amendment No. 1 Effective Date, (x) this letter agreement (the "Amended and Restated Fee Letter") amends that certain letter agreement, dated as of August 7, 2024 (the "Fee Letter"), between the Borrower and the Administrative Agent and (y) the Fee Letter shall be of no further force and effect and shall be superseded and replaced in its entirety by this Amended and Restated Fee Letter.

Borrower and Administrative Agent hereby agree to the following:

1. Borrower agrees to pay to Administrative Agent, solely for its own account, an administration fee (the "Administration Fee") in an amount equal to \$[\*\*] each quarter, payable quarterly in advance on the Closing Date (for the period from the Closing Date through September 30, 2024), and on the first Business Day of each October, January, April and July thereafter, until payment in full of the Obligations under the Financing Agreement, or otherwise as agreed by Borrower and Administrative Agent.

2. As consideration for the services, agreements and undertakings of each Lender that is TC Lending, LLC, SSLP Lending, LLC, Opps V Lending, LLC, Series 3 and TDL

Lending, LLC, Series 33 (each, a “Sixth Street Lender” and collectively, the “Sixth Street Lenders”) under the Financing Agreement, Borrower agrees to pay (or cause to be paid) to Administrative Agent, for the account of each Sixth Street Lender, on the Closing Date, a fee equal to [\*\*]% of the aggregate principal amount of Initial Term Loans of each such Sixth Street Lender that is actually funded under the Financing Agreement on the Closing Date (the “Arrangement Fee”). The Arrangement Fee shall be fully earned and shall be paid (and once paid shall be non-refundable) on the Closing Date. For the avoidance of doubt, the Arrangement Fee may, in each Sixth Street Lender’s sole discretion, be netted out of the proceeds of the Initial Term Loans funded on the Closing Date by such Sixth Street Lender.

3. Borrower agrees to pay (or cause to be paid) to Administrative Agent, for the account of each Sixth Street Lender, on the Closing Date, an upfront fee in an amount equal to [\*\*]% of the aggregate principal amount of the Initial Term Loans funded on the Closing Date by each such Sixth Street Lender (the “Sixth Street Upfront Fee”), which is fully earned and due and payable to Administrative Agent, for the account of each such Sixth Street Lender, on the Closing Date. For the avoidance of doubt, the Sixth Street Upfront Fee may, in each Sixth Street Lender’s sole discretion, be netted out of the proceeds of the Initial Term Loans funded on the Closing Date by such Sixth Street Lender. The Sixth Street Upfront Fee is intended to be treated as original issue discount for U.S. federal income tax purposes.

4. If, on or prior to August 7, 2029, the Lenders have not earned and been paid an aggregate minimum multiple of invested capital as calculated below (“MOIC”) of at least 1.00 times the aggregate principal amount of the Initial Term Loans made on the Closing Date (the “1.0x MOIC”), Borrower shall prepay the Term Loan as set forth in Section 2.11(a) of the Financing Agreement, within one (1) Business Days after such date, with a one-time payment (such payment, the “True Up Payment”) equal to the amount necessary for the Lenders to achieve the 1.0x MOIC. The Administrative Agent shall provide the Borrower with an estimate, together with a supporting calculation, of the amount of the True Up Payment as of July 8, 2029. The amount so earned and paid shall mean, as of any date of determination, all fees (including payments made under Section 2.11(a) with respect to the 2.0x MOIC Payment), interest (including the amount of proceeds of Delayed Draw Term Loans funded to finance such interest payments), premiums and principal made to the Lenders in respect of the Initial Term Loan since the Closing Date up to and including amounts paid on such date of determination (including, unless expressly stated otherwise, the True Up Payment but excluding other amounts payable under the Loan Documents, including without limitation, the Administration Fee, indemnification obligations, reimbursement obligations for expenses and reimbursements obligations for other amounts paid or payable by the Administrative Agent or Lenders under the Financing Agreement) (such amount so earned and paid, the “Paid Amounts”). The True Up Payment shall be paid to the Administrative Agent for the account of the Lenders based on their pro rata share of the Initial Term Loans.

5. If, prior to the Term Loan Maturity Date, Borrower pays (or is deemed to pay in the case of an acceleration of the Term Loans), for any reason (including, but not limited to, any optional or mandatory payment, but excluding any True Up Payment and any mandatory payment made pursuant to Sections 2.10(e), (f), (g), (h), (i) and (j) of the Financing Agreement) solely after the occurrence of an Event of Default or after acceleration of the Term Loans in connection with an Event of Default (including in connection with the commencement of any

Insolvency Proceeding or other proceeding pursuant to any Debtor Relief Laws), all or any part of the principal balance of any Term Loan, Borrower shall pay to Administrative Agent, for the ratable benefit of all Lenders entitled to a portion of such prepayment, an amount (the “E of D Yield Maintenance Premium”) in cash equal to the present value, as of the date of the applicable payment or acceleration (the “E of D Calculation Date”), of all interest payments (including, without limitation, interest payable in cash, in kind or deferred) which would have otherwise been payable on the amount of the principal prepaid or accelerated from the date of prepayment (or deemed prepayment in the case of an acceleration) (determined using a rate of interest per annum equal to the rate of interest in effect pursuant to the terms of the Financing Agreement as of the date of such prepayment or acceleration) (the “E of D Subject Amount”) until the Term Loan Maturity Date (excluding interest on the E of D Subject Amount through the E of D Calculation Date, to the extent paid in cash on the E of D Calculation Date) discounted at the Treasury Rate plus 0.50% as of the E of D Calculation Date. Notwithstanding the foregoing, to the extent the E of D Yield Maintenance Premium becomes due and payable as a result of the occurrence of an Event of Default or acceleration of the Loans in connection with an Event of Default (including in connection with the commencement of any Insolvency Proceeding or other proceeding pursuant to any Debtor Relief Laws), the interest rate to be used in calculating the Yield Maintenance Premium shall be the interest rate applicable to the Term Loans plus <sup>[\*\*]</sup>% per annum for the period from the occurrence of such Event of Default or acceleration (including in connection with the commencement of any Insolvency Proceeding or other proceeding pursuant to any Debtor Relief Laws) until the Term Loan Maturity Date. The term “Treasury Rate” shall mean, as of any date of determination, a rate per annum (computed on the basis of actual days elapsed over a year of 360 days) equal to the rate determined by the Administrative Agent on the date three (3) Business Days prior to the date of prepayment, to be the yield expressed as a rate listed in The Wall Street Journal (or, if such rate is not available in The Wall Street Journal, such other recognized data source as selected by the Administrative Agent in its sole discretion) for United States Treasury securities having a term of no greater than the period for the remaining months until the Term Loan Maturity Date. Nothing contained in this Section 5 shall permit any voluntary prepayment not otherwise permitted by the terms of the Financing Agreement.

6. If at any time (including on the Maturity Date), Borrower pays the Term Loan and all other payment Obligations (including any applicable E of D Yield Maintenance Premium but excluding any contingent obligations that are not required to be paid by the Borrower under the Financing Agreement) under the Financing Agreement in full, solely in the absence of the occurrence of an Event of Default or in the absence of an acceleration of the Term Loan in connection with an Event of Default (including in connection with the commencement of any Insolvency Proceeding or other proceeding pursuant to any other Debtor Relief Laws) (a) if such payment in full occurs from the Closing Date through and including August 7, 2028, and the Lenders have not earned and been paid (as calculated above and including the True Up Payment) a MOIC of at least 2.00 times the principal amount of the Initial Term Loan made on the Closing Date (the “2.0x MOIC”) on the date of such payment in full, Borrower shall pay to the Lenders on the date of such payment in full the amount necessary for Lenders to achieve the 2.0x MOIC after giving effect to all payments made on such date of payment (the “2.0x MOIC Payment”) and (b) if such payment in full occurs after August 7, 2028, Borrower shall pay to the Lenders on the date of such payment in full an amount equal to the greater of (x) the 2.0x MOIC Payment and (y) an amount (the “Non-E of D Yield Maintenance Premium”) and, together with the E of D Yield

---

Maintenance Premium, the "Yield Maintenance Premium") in cash equal to the present value, as of the date of the applicable payment (the "Non-E of D Calculation Date"), of all interest payments (including, without limitation, interest payable in cash, in kind or deferred) which would have otherwise been payable on the amount of the principal prepaid or repaid from the Non-E of D Calculation Date (determined using a rate of interest per annum equal to the rate of interest in effect pursuant to the terms of the Financing Agreement as of the date of such prepayment) (the "Non-E of D Subject Amount") until the Term Loan Maturity Date (excluding interest on the Non-E of D Subject Amount through the Non-E of D Calculation Date, to the extent paid in cash on the Non-E of D Calculation Date) discounted at the Treasury Rate plus 0.50% as of the Non-E of D Calculation Date.

7. Without limiting the generality of the foregoing, it is understood and agreed that if the Obligations are accelerated for any reason, including because of default, the commencement of any Insolvency Proceeding or other proceeding pursuant to any Debtor Relief Laws, sale, disposition or encumbrance (including that by operation of law or otherwise), the E of D Yield Maintenance Premium, if any, determined as of the date of acceleration will also be due and payable as though said Indebtedness was voluntarily prepaid as of such date and shall constitute part of the Obligations, in view of the impracticability and extreme difficulty of ascertaining actual damages and by mutual agreement of the parties as to a reasonable calculation of each Lender's lost profits as a result thereof. Any E of D Yield Maintenance Premium payable in accordance with the immediately preceding sentence shall be presumed to be the liquidated damages sustained by each Lender as the result of the early termination and Borrower agrees that it is reasonable under the circumstances currently existing. The E of D Yield Maintenance Premium, if any, shall also be payable (i) in the event the Obligations (and/or the Financing Agreement or the Notes evidencing the Obligations) are satisfied or released by foreclosure (whether by power of judicial proceeding or otherwise), deed in lieu of foreclosure or by any other means and/or (ii) upon the satisfaction, release, payment, restructuring, reorganization, replacement, reinstatement, defeasance or compromise of any of the Obligations (and/or the Financing Agreement or the Notes evidencing the Obligations) in any Insolvency Proceeding or other proceeding pursuant to any Debtor Relief Laws, foreclosure (whether by power of judicial proceeding or otherwise), deed in lieu of foreclosure or by any other means or the making of a distribution of any kind in any Insolvency Proceeding or other proceeding pursuant to any Debtor Relief Laws to the Administrative Agent, for the account of the Lenders, in full or partial satisfaction of the Obligations. BORROWER EXPRESSLY WAIVES THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF THE FOREGOING E of D YIELD MAINTENANCE PREMIUM IN CONNECTION WITH ANY SUCH ACCELERATION INCLUDING IN CONNECTION WITH ANY VOLUNTARY OR INVOLUNTARY ACCELERATION OF THE OBLIGATIONS PURSUANT TO ANY INSOLVENCY PROCEEDING OR OTHER PROCEEDING PURSUANT TO ANY DEBTOR RELIEF LAWS OR PURSUANT TO A PLAN OF REORGANIZATION. Borrower expressly agrees that: (A) the E of D Yield Maintenance Premium is reasonable and is the product of an arm's length transaction between sophisticated business people, ably represented by counsel; (B) the E of D Yield Maintenance Premium shall be payable notwithstanding the then prevailing market rates at the time payment is made; (C) there has been a course of conduct between Lenders and Borrower giving specific consideration in this transaction for such agreement to pay the E of D Yield Maintenance Premium; and (D) Borrower

---

shall be estopped hereafter from claiming differently than as agreed to in this paragraph. Borrower expressly acknowledges that its agreement to pay the E of D Yield Maintenance Premium to Lenders as herein described is a material inducement to Lenders to provide the Commitments and make the Term Loans and other extensions of credit.

8. Borrower further acknowledges and agrees that no fees will be paid to any other Lender in connection with the Financing Agreement and the other Loan Documents except as may be agreed in writing by Sixth Street. All fees payable hereunder shall be fully earned when due and non-refundable when paid and shall be in addition to any other fees, costs and expenses payable pursuant to the Financing Agreement or the other Loan Documents. Sixth Street reserves the right to allocate, in whole or in part, to any of its affiliates certain fees payable to Sixth Street hereunder in such manner as Sixth Street and such affiliates shall agree in their sole discretion.

9. To the extent permitted by applicable law, Borrower's obligation to pay the foregoing fees will not be subject to counterclaim or setoff for, or be otherwise affected by, any claim or dispute Borrower may have. In addition, all such payments shall be made without deduction for any taxes, levies, imposts, duties, deductions, charges or withholdings imposed by any national, state or local taxing authority ("Taxes") unless otherwise required by applicable law, and, if Borrower is required by applicable law to deduct or withhold such Taxes, such payments will be grossed up by Borrower for such amounts to the extent provided in the Financing Agreement (as if the payments had been made pursuant to the Financing Agreement).

10. Please note that this Amended and Restated Fee Letter is exclusively for the information of the senior management of Borrower and may not be disclosed to any third party other than to Borrower's officers, directors, agents and advisors who are directly involved in the negotiation of the Loan Documents to the extent such persons agree to hold the same in confidence or circulated or referred to publicly, except to the extent expressly set forth in the Financing Agreement.

11. This Amended and Restated Fee Letter shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of law. If this Amended and Restated Fee Letter becomes the subject of a dispute, each of the parties hereto hereby waives trial by jury. Borrower agrees that any suit or proceeding arising in respect to this Amended and Restated Fee Letter or any matter referred to in this Amended and Restated Fee Letter will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in the City of New York and Borrower agrees to submit to the jurisdiction of, and to venue in, such courts.

12. This Amended and Restated Fee Letter may be executed in any number of counterparts, each of which when executed shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed counterpart of a signature page of this Amended and Restated Fee Letter by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

[Remainder of page intentionally left blank]

---

Please confirm that the foregoing is in accordance with your understanding by signing and returning to us the enclosed copy of this Amended and Restated Fee Letter, which shall become a binding agreement upon our receipt.

Very truly yours,

SIXTH STREET LENDING PARTNERS

By: /s/ Robert (Bo) Stanley

Name: Robert (Bo) Stanley

Title: Vice President

---

ACCEPTED AS OF THE DATE ABOVE:

ARROWHEAD PHARMACEUTICALS, INC.

By: /s/ Kenneth A. Myszkowski  
Name: Kenneth A. Myszkowski  
Title: Chief Financial Officer

---

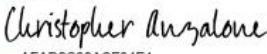


**CERTIFICATION PURSUANT SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Christopher Anzalone, Chief Executive Officer of Arrowhead Pharmaceuticals, Inc., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Arrowhead Pharmaceuticals, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 10, 2025

Signed by:  


---

**Christopher Anzalone**  
Chief Executive Officer



**CERTIFICATION PURSUANT SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, Kenneth A. Myszkowski, Chief Financial Officer of Arrowhead Pharmaceuticals, Inc., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Arrowhead Pharmaceuticals, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 10, 2025




**Kenneth A. Myszkowski,**  
**Chief Financial Officer**



**CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Christopher Anzalone, Chief Executive Officer of Arrowhead Pharmaceuticals, Inc. (the "Company"), certify, pursuant to Rule 13(a)-14(b) or Rule 15(d)-14(b) of the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350, that (i) the Quarterly Report on Form 10-Q of the Company for the quarterly period ended December 31, 2024, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and (ii) the information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects the financial condition and results of operations of the Company.

Date: February 10, 2025

Signed by:  


AEAD2C99ACE34E1

---

**Christopher Anzalone**  
**Chief Executive Officer**

A signed original of these written statements required by 18 U.S.C. Section 1350 has been provided to Arrowhead Pharmaceuticals, Inc. and will be retained by Arrowhead Pharmaceuticals, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.



**CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

I, Kenneth A. Myszkowski, Chief Financial Officer of Arrowhead Pharmaceuticals, Inc. (the "Company"), certify, pursuant to Rule 13(a)-14(b) or Rule 15(d)-14(b) of the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350, that (i) the Quarterly Report on Form 10-Q of the Company for the quarterly period ended December 31, 2024, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and (ii) the information contained in such Quarterly Report on Form 10-Q fairly presents in all material respects the financial condition and results of operations of the Company.

Date: February 10, 2025



---

**Kenneth A. Myszkowski**  
**Chief Financial Officer**

A signed original of these written statements required by 18 U.S.C. Section 1350 has been provided to Arrowhead Pharmaceuticals, Inc. and will be retained by Arrowhead Pharmaceuticals, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

